the license?

A. I have the document somewhere in my files.

Q. All right. Just so we're clear, other than license payments and profit sharing, you have not received any form of compensation from Noveon since its inception?

A. Correct.

Q. All right. Focusing just on the license payments, how much have you received in compensation from Noveon since its inception?

A. I don't know. I would have to go back and look.

Q. How much have you received in license compensation from Noveon in calendar year 2006?

A. I couldn't answer that without looking at my records.

Q. Can you answer it to within the nearest hundred thousand dollars?

A. Oh, obviously, yes.

Q. Okay. Within that range, was it more or less than that?

A. Less than $100,000.

Q. Less than 50?

A. Less than $50,000. I would say less than $50,000 total.

Q. Okay. Would it be less than $25,000?
A. For 2006?
Q. Correct.
A. Yes.
Q. Less than $12,500?
A. I would say less than $12,500 for 2006. I can't answer for 2005.
Q. Okay.
A. I don't know without looking at the records.
Q. Okay. Well, we're still on 2006, and we know that it's less than $12,500. Is it less than $6,000?
A. That, I couldn't say.
Q. Okay. Do you think it's more than $6,000?
A. I wouldn't know.
Q. Okay. Now, for the benefit of calendar year 2005, license fees from Noveon, have you received more or less than $100,000?
A. I would say that, just to make it easy for you, I would say that you -- I could categorically say that I received less than $50,000 compensation from Noveon from the beginning.
Q. Okay. Do you know what percentage of that total compensation would have been profit sharing as

opposed to license fees?

A. I'm just talking about license fees. That's all I'm talking about. I'm not talking about profit sharing.

Q. All right. So from its inception to today, you've received less than $50,000?

A. That's right.

Q. Less than $25,000?

A. I couldn't say that. I don't know. I don't know without looking at it.

Q. Okay. You said without looking at your records earlier.

A. That's right.

Q. What records are you referring to?

A. I would have to look back at financial payments made to me.

Q. When you say financial payments made to you, you mean checks?

A. I'd have to look at my records, yeah.

Q. Okay. What records are you referring to? Is there --

A. I'm talking about accounting records.

Q. You maintain accounting records for the license?

A. Absolutely.

Q. Okay. Is there anything other than license payments embodied in those accounting records?
A. Well, I mean, Noveon Systems has accounting records.
Q. Oh, so it's not your records you'd look at, it's Noveon's records?
A. Absolutely, yeah.
Q. Okay. You personally don't have records?
A. Well, it would be payments out of the accounting system to me. That would be my -- the records I would look for.
Q. And those are Noveon's records?
A. That's right.
Q. Okay. How about your own records? Are there records that you would look at to determine how much you've received?
A. There could be.
Q. Well, I don't want you to guess or speculate. Are you aware of any?
A. There could be. There could be checks written to me, but I think, you know, the real answer to your question is if I want to find out exactly what was paid to me by Noveon, I would look at Noveon's records. That would be the single source.
Q. Well, let's talk about profit-sharing

payments. Have you received any profit-sharing payments from Noveon?

A. Noveon hasn't had a profit since its inception.

Q. Okay. So I take it that your profit-sharing arrangement does not require you to contribute to losses?

A. Oh, no. There's not a negative profit sharing.

Q. All right.

A. That would be terrible.

Q. So it's zero for profit sharing, something less than 50 --

A. Profit sharing means you share in profits. It's not loss sharing.

Q. Well --

A. I've never heard of loss sharing before.

Q. You'd be surprised.

A. Really?

Q. Yeah. But for our purposes here today, the profit-sharing payments you've received from Noveon from its inception through today is zero?

A. Correct.

Q. All right. You've mentioned your wife. What is her name?

A. Madeleine.
Q. Madeleine Lopez, I take it?
A. Madeleine, M-a-d-e-l-e-i-n-e, Lopez.
Q. Okay. And how long have you been married to Madeleine?
A. Since 1991.
Q. 1991. Was there a prenuptial agreement?
A. Why do you ask that?
Q. Because it's relevant.
A. No. There's no prenuptial agreement.
Q. All right. To your knowledge, what if any separate property did Madeleine bring into the marriage?
A. What if any separate property did she bring into the marriage?
Q. Yes, sir.
A. I don't know. Fourteen years ago -- fifteen years ago? I don't know. You know, I'm surmising.
Q. Well, I don't want you to guess or speculate. If you have a factual basis for answering the question --
A. I'm sure that she had money. I had money. We got married, you know. I think that for a while we kept some of our funds separate but --

Q. And how long was that?
A. I don't know.
Q. How long was that?
A. How long ago --
Q. How long was the while you've just referred to as keeping your funds separate?
A. Well, I know that for a long time we had an arrangement where she had her own funds and I had my own funds, and we had sort of community funds.
Q. Where did this marriage take place?
A. Where were we married?
Q. Yes, sir.
A. We were married in the U.S. Virgin Islands.
Q. Were you residing there at the time?
A. No.
Q. At the time of the marriage, where did you reside?
A. California.
Q. And did you reside in California continuously from 1991, the date of the marriage, until the date that you -- sometime after 2003?
A. Yes.
Q. Okay. Is Madeleine from California?
A. She's lived most of her life in California.
Q. By that, you mean by age what forward?

A. I couldn't answer with any, you know, accuracy. I know that when I met her, I met her sometime around 1980, and she had already been in California for a few years so I don't know.

Q. Okay. So you met in 1980, you married in 1991, and for a while you maintained separate bank accounts, correct?

A. Uh-huh (indicating affirmatively). Yes.

Q. Can you give me an approximate date when you stopped maintaining separate bank accounts?

A. No.

Q. Was it before the calendar year 2000?

A. I have no idea.

Q. Was it before the calendar year 2003?

A. No idea.

Q. Okay. Let's talk about May to June, July of 2003 when Noveon Systems was formed. Did you have separate bank accounts at that time?

A. I just told you I have no idea. I know that she owned stock separately from me.

Q. Okay. Did she own the stock in 1991?

A. I couldn't tell you.

Q. Do you have any knowledge as to how she acquired the stock you're referring to?

A. I know that she had some stock in a company

that she worked for, but other than that --
Q. Do you remember the company?
A. Yeah. The company name was GENSIA.
Q. Can you spell that?
A. Starting at GENSIA pharmaceuticals. G-E-N-S-I-A. And then they merged with a company called SICOR so then it became GENSIA-SICOR, S-I-C-O-R. And then that company eventually became known as SICOR Corp. That, I know and that's what I'm referring to.
Q. And did she acquire those shares as part of her compensation package?
A. I believe so.
Q. Was she working for that company in 1991?
A. I couldn't tell you when she started working for that company or when she stopped working for that company.
Q. You don't remember where she was working when you were married?
A. I can give you a ballpark. No. I can give you a ballpark that she -- I know that she was working there between the mid-nineties and, say, 2000.
Q. Okay. Fair enough. Other than the stock she had in that corporation, are there any other

securities that you had in mind when you said she had stock?

A. There may have been; however, what I had in mind when I made that comment was that particular stock.

Q. Okay. And as far as you know, she liquidated that stock in order to form Noveon?

A. No. She -- I know that we had stock together, and we liquidated it. It's sort of a situation where between April -- I'd say April of -- maybe even earlier than that -- '03 continuing on through, say, '05, we ended up liquidating all of our stock. Now, exactly what it was used for, it was just general expenses that we had, the Noveon formation. You know, I couldn't tell you that she liquidated this stock for the Noveon precisely. I believe so. I believe that's the case.

Q. Do you know if she maintains any records as to where the funds came from to use for the formation of Noveon Systems?

A. No idea.

Q. Okay. Do you have any idea as to how much was -- how much money was used to capitalize Noveon?

A. Yeah. The figure that I had in mind is $25,000.

Q. Do you know if that was all capital contribution or a combination of capital contribution and loans?

A. I believe it was all capital.

Q. Okay. And your testimony is that she was the 100 percent shareholder?

A. Yes. To the best of my knowledge. I would be shocked to hear anything else.

Q. Okay. What is your wife's educational background?

A. Can you just explain to me why all the questions about my wife?

Q. Yeah. I'm trying to get a foundation as to what sources of income you might have to explain how debts that may have been paid since the petition was filed were paid. It's relevant for that purpose.

A. All right. I'll answer it how I can in terms of my wife. Go ahead.

Q. The question pending is describe her educational background.

A. She went to the same university as I did. She went to the University of California San Diego. She has a BS, I believe, and it's a concentration on sciences. I believe it's animal physiology, potentially biochemistry. I'm not sure about the second one.

Q. To your knowledge, does she hold any advanced degrees?

A. No.

Q. Since its formation in 2003, do you know whether your wife has worked for anyone other than Noveon?

A. No, I don't.

Q. You have no idea who she works for?

A. You would have to ask her.

Q. Well, I'm asking what you have knowledge of. Are you telling me that you would have no knowledge of where your wife has worked since 2003?

A. I don't. I don't know what -- you know, in terms of working, where she has income coming in. I don't have detailed knowledge of anything about that.

Q. Who pays the bills in your family?

A. We both do.

Q. Do you maintain separate accounts?

A. Yes, we do.

Q. Okay. All right. Since the time of your marriage, have you and your wife ever filed tax returns in anything other than joint returns?

A. I can't answer that with certainty because we're talking about almost 15 years. I believe that

I can say the majority of them were joint returns. There may have been individual returns.

Q. Have you filed your 2004 return -- excuse me, your 2005 return?

A. You know, I would have to check with Mr. Hayes. My impression is that I'm not here to answer questions about my returns.

Q. You're not required to produce copies of them.

A. Okay.

Q. I'm not asking you for the content of them.

A. Right.

Q. I'm simply asking for the filing capacity.

A. Why don't we -- at the next break, why don't I talk to Mr. Hayes about that, and we can return to that question.

Q. Okay. That's fine. Now, for yourself, do you have any idea what your total income from all sources was in calendar year 2005?

A. No.

Q. Do you know what it was to the nearest $10,000?

A. No. But I know that it was, from all sources, it was less than $50,000. I can tell you that with certainty.

Q. Okay. Do you have any knowledge as to what your wife's gross income for 2005 was?

A. No.

Q. I want you to have a look at, first, Exhibit 5, if you would. You have the exhibits there.

A. Oh, here. Okay.

Q. The first question is, tell me what we have here as Exhibit 5.

A. Exhibit 5 is a photocopy of a bank statement issued by Compass Bank, dated October 27th, 2004 to November 24th, 2004. And the reason that this exhibit was submitted is because on page 3 of the document, there's asterisks by an item there, and it's a debit for check card, and it gives a number, for Daily News Classified.

Q. Okay. And what is the significance of that, in your mind?

A. In my mind, the Daily -- the Northwest Florida Daily News is one of the -- or actually -- it's one of the creditors that are listed, and it shows a payment. And on their declaration, they're showing that there is -- in fact, I need to pause for a minute -- I don't know if I have a copy of that in front of me -- they're showing a balance of $69 or something like that. And this is one of the payments for this -- I believe this is going to be the payment itself for what they're showing as the balance.

Q. Okay.

A. Now, on page 4, there are imaged copies of checks. And the ones that you can see that are visible are for several payments to -- or at least two payments to the Northwest Florida Daily News. Two of them made on the same date, 11/11/04.

Q. Mr. Lopez, I must tell you I'm having trouble reading these imaged copies.

A. Let me help you.

Q. If you can identify them by row and column.

A. Row Number 2, Column 1, Number 1556 --

Q. Yes, sir.

A. -- dated 11/18 in the amount of $42 made out to Daily News. Row Number 2, Column 2, Item 1557, dated 11/17, $23.60. It's the same -- it has the same date on the check as the previous check, also to The Daily News for $23.60.

Q. Well, your eyes are better than mine. That says Daily News on 1557?

A. 1556 and 1557. One of them says Daily News and the other one says Northwest -- NW Daily News.

Q. I see.

A. Can you see that?

Q. Barely.

A. Yeah. It's kind of hard to read.

Q. Yes, it is.

A. It also has Item Number 1558 for an 11/16 date, in the amount of $269.97 made out to Cox Communications.

Q. I see?

A. And the one on the bottom is very hard to read.

Q. You're talking about --

A. We're talking about Row 5, Column 2, Item 2004, dated 11/19 in the amount of $379. And that is very difficult to read, but it says Citi Bank.

Q. Okay.

A. Page 5 of this exhibit has two additional check images on it. The first image, Image Number 1536, dated 9/29 in the amount of $191.75 made out to Allstate Floridian. And then the second image -- or the only other image on here that you can see, Item Number 1537, dated 10/1 in the amount of $23.60, Northwest Florida Daily News.

Q. Okay. Looking at all of the images that we

can see, the unredacted images --
A. Yes.
Q. -- they all appear to bear your signature. Am I correct in that regard?
A. All but the ones to Citi Bank. The one to Citi Bank, there's no signature on that.
Q. Okay. But the signatures are yours as to the ones that are signed and that we can see, correct?
A. Absolutely.
Q. Okay. Now, this Exhibit 5 statement is in the 2004 era. Do you still bank with Compass Bank?
A. Yes, I do.
Q. The same account?
A. The same account.
Q. This one's identified as Francis Lopez and Madeleine Magill Lopez; do you see that?
A. Yes, I do.
Q. Okay. So this is a joint account, I take it?
A. Yes.
Q. And would I be correct in assuming that Madeleine as well as you would have signature authority on this account?
A. Yes.

Q. Is there any limit on the amount of which either of you can sign checks without the signature of the other?

A. I don't know.

Q. Okay.

A. There may be. It's possible.

Q. Are you aware of such a limit as you sit here today?

A. I'm not aware one way or the other.

Q. Okay. Do you know when this Compass Bank account was opened?

A. I couldn't tell you with any certainty. My guess would be sometime in the year 2003.

Q. Okay. The Compass Bank where you do business, is that somewhere near your residence?

A. Yeah. It's very close.

Q. Would it be accurate to say that you opened the account at about the time you started living at 310 Sand Myrtle Trail?

A. I would say that that is a reasonable assumption.

Q. Okay. I'm looking at the first page of Exhibit Number 5, and down in the very last portion where it has entries for account checks by serial number -- do you see that?

A. Yes, I do.

Q. The only thing that's redacted in that portion of the exhibit are the amounts.

A. Uh-huh (indicating affirmatively). Yes.

Q. Do you know who did the redacting?

A. I did.

Q. Okay. What prompted you to redact the amounts of the checks?

A. I felt that it was not necessary to provide everything in response to your request for documents.

Q. Okay.

A. I thought -- and I'm going to continue on that -- that the purpose of this document was to show primarily the payments to Northwest Florida Daily News.

Q. Okay. That was your purpose in producing this?

A. That was my purpose in producing this document, and when I noticed that it also had payments to some of the other creditors that you had previously asked for, I did not redact them because I believe that that information has already been provided to you.

Q. I notice on the second page --

A. Uh-huh (indicating affirmatively).

Q. -- there are two items that are redacted. Are you the person that did the -- and I'm talking about withdrawals and other debits.

A. Right.

Q. The section that begins on October 28th. Do you see that?

A. Yes.

Q. There are two entries there that are redacted, and I'm assuming that you're the person that did that redacting?

A. I did. I am the redactor.

Q. All right. And what prompted you to redact those particular entries?

A. I don't know. I believe if there was anything that -- any information that I thought was of a private nature, I think that would have been the primary rationale for not putting those in there.

Q. So that was something --

A. I do have some serious privacy concerns with regards to this case with regards to Mr. Stanly.

Q. And those privacy concerns prompted you to do the redacting that we see on the second page of Exhibit 5?

A. Possibly.

Q. As you sit here today, do you actually remember what prompted you to redact those particular items?

A. No. They're blacked out.

Q. Okay. And on the third page of Exhibit 5 there's one item that is redacted out. Do you see that on November 17th?

A. Yes.

Q. Do you have a recollection as to why that one was redacted?

A. No. And, in fact, to save us both time, as we go through these Compass Bank statements, I'm not going to have a recollection when they're blacked out, other than there was something that I felt was private about it.

Q. Okay.

A. Okay?

Q. Well -- all right. And I can certainly understand why you would have a privacy concern for the balance information that's been blacked out on this third page, but what I'm having trouble understanding is why the amount of a particular check would create a privacy issue, the items blacked out on the first page. Do you have any explanation for that?

A. Yeah. It's a very simple one. The simple explanation is producing a document in response to request where I'm evidencing proof of a payment, and to me, what I need to do is evidence payment concerning that particular entity. And that's what I've done here.

Q. Okay.

A. I could very well have gone through all of these debits and blacked them all out and just highlighted the one that was pertinent to responding to the document request.

Q. Well, that's a good point.

A. But I didn't because --

Q. Okay. Well, go ahead. You were about to tell me why.

A. Because I didn't because there would be too many things I'd have to use a Magic Marker on.

Q. All right.

A. So really it's --

Q. Let's move on to Exhibit Number 6.

A. All right.

Q. Another statement from Compass Bank.

A. Okay.

Q. This one for the period September 28th, 2005, to October 26th, 2005.

A. Right.

Q. There are -- it looks like on the first page of Exhibit 6, there are three what appear to be asterisks. Do you see those on the left-hand side?

A. Yes.

Q. Is there some significance to those asterisks?

A. Yes.

Q. What is that?

A. The asterisk was placed there by me, and, again, it's in keeping with using this document as a reference to respond to one of your requests. And if you look on page 1, there is a Serial Number 1682 and the amount of $46.38. If you look on page 3 of this exhibit, there is an image item, Number 1682, corresponding number for the corresponding amount. Similarly, when you look at the account checks by serial number section, you'll see Serial Number 1683 in the amount of $1,000. If you look on page 3, there's a corresponding check for 1683 in the amount of $1,000 to Union Bank of California. That's the significance of the asterisk.

Q. Okay.

A. Now, if you'll look on page 2, there are two more asterisks. The first one is for an item dated October 25th in the amount of $167.16 for

Progressive Insurance. That is one of the items that you requested documentation on. The second asterisk dated October 25th in the amount of $25, debit for Texaco payment. That's a payment on the Texaco Shell account, which is another account you requested documentation of payment on.

Q. Okay. So if I could summarize, then, the asterisks that you have in the first two pages of Exhibit 6 all relate to a check that's imaged in the latter pages?

A. They relate to either a check that's imaged or some of the other documents that we haven't covered yet. And you may see -- actually, the previous one had one as well. You may see an asterisk that doesn't relate to an image, but it relates to something pertinent in terms of what your document request was. Because if you recall on Exhibit 5 there was an asterisk on page 3, November 16, $61.50, but there's no corresponding image to that. It's just a debit entry.

Q. Okay. All right. Other than the Compass Bank account that we have statements for, are there any other bank accounts on which you've had signatory authority from calendar year 2003 to the present?

A. That's a good question. In 2003, I believe

I still had an account at Union Bank of California, and I had signatory -- what was the phrase you used?

Q. Signatory authority.

A. Signatory authority. And also there was a financial account, I don't know if you would consider it a bank account, but I guess it could be considered a bank account, with Morgan Stanley, and I had signatory authority on that as well. That would have been 2003, possibly 2004.

Q. Okay. Other than those two accounts and the Compass Bank accounts, have there been any other bank or financial accounts that you have had signatory authority for from 2003 to the present?

A. Not to my knowledge as we sit here today.

Q. Okay.

A. You know, I can say that with 90 percent certainty. There could be another account, you know, that I did, but not that I recall.

Q. All right. The Union Bank account, did Madeleine also have signatory authority on that account?

A. I believe so.

Q. How about the Morgan Stanley account, did she also have signatory authority on that?

A. I believe so.

Q. Okay. Have a look at Exhibit Number 7, if you would?

A. All right.

Q. Exhibit Number 7 appears to be more check images?

A. Right.

Q. Are these also on the Compass Bank account?

A. Yes, they are.

Q. Okay.

A. You will see it at the top of the document it has the same account number.

Q. Oh, yes. And so these are payments made to creditors that we asked you about at some point in time?

A. That's correct.

Q. Okay. And the checks that are redacted out, I take it, are not?

A. That's correct.

Q. Well, let me ask you this question. Go to the second page of Exhibit Number 7, and there's only one check there that's blacked out. Do you know whether that payment was to a creditor of yours or for some other purpose?

A. I don't know. I can't read it. I know that there was a reason for me to black it out. The reason I would have had to black it out was that it was impertinent -- not pertinent to your document request.

Q. Okay.

A. So to the extent that it was impertinent to your document request, I make the assumption that it was not payment to a creditor, or it was not payment to a creditor within the time frame you specified in your document request.

Q. Would the same thing be true for the two checks imaged on the last page of Exhibit 7?

A. I would assume so, yes.

Q. Well, do you know?

A. They are blacked out. I can't read them, but the rationale I explained to you would have held true for this as well.

Q. And, once again, you are the redactor?

A. Yes. Absolutely.

Q. All right. Would your answer be the same for the redacted checks on Exhibit 6? In other words, if I asked you whether those checks were made payable to creditors, would you know?

A. I wouldn't know from looking at this, but I'm just -- it's either going to be a creditor outside of the time frame that you requested.

Q. Okay.
A. Because remember that in your request, you're requesting anything paid after June 30 of 2005. It would either have been under that rationale or it would have been to a non-creditor or irrelevant.
Q. And would the same thing be true for the redacted checks on Exhibit 5?
A. Yes. They would fit into the definition of not relevant as to date, not relevant as to entity the check was made out to in terms of this proceeding.
Q. All right. I want you to take, if you would, Exhibit 8 in one hand and Exhibit 17 in the other, and tell me if Exhibit 8 relates to any of the creditors that are on Exhibit 17.
A. I'm missing Exhibit 17.
(There is an off-the-record discussion, after which the deposition resumed as follows:)

BY MR. KEEHN (RESUMING):

Q. All right. We're comparing Exhibit 8 with Exhibit 17, and the question pending is, can you tell me which, if any, of the creditors on Exhibit 17 the items in Exhibit 8 relate to?
A. Well, it's rather obvious that there is a

Northwest Florida Daily News listed on Exhibit 17, and Exhibit 8 has documents involving Northwest Florida Daily News.

Q. Oh, I see. Northwest Florida is in small print, isn't it?

A. Yeah.

Q. Okay. That's my fault. So let's start with the first page of Exhibit 8. There is a handwritten notation. It looks like it says "paid $19.50"?

A. Right.

Q. Do you know whose handwriting that is?

A. That appears to be my handwriting.

Q. Okay. Is it your practice to mark on bills when you've actually paid them?

A. Many times, yes.

Q. Okay. Is your practice consistent enough so that you can say that having marked it on the copy of the invoice means that you've already written the check, as opposed to you intend to?

A. No. I only make a notation after I've written a check or done the payment. I tend to do that. I'm not infallible. I may, you know, forget to do it sometimes. I don't do it a lot of times if I pay something electronically if there's an electronic receipt or something.

Q. Okay. So let me understand this correctly.

A. Uh-huh (indicating affirmatively).

Q. If you did not pay a bill, you would not put the "paid" notation on it?

A. Unless there was some other way I paid the bill or unless I forgot.

Q. Okay. I'm talking about every manner of payment.

A. Right.

Q. You would not mark the bill, according to your custom and practice, "paid" unless, in fact, you had paid it in some way?

A. And I'll answer it exactly the same way. Unless I either forgot because I'm human, or in some instances where I make an electronic payment, I have an electronic payment receipt, and I don't mark the original document.

Q. Okay. I'm not making myself clear because I understand the fact that there's no notation on the bill may not necessarily mean that it's unpaid, correct?

A. Right.

Q. But the fact that there is a notation on the bill in your hand would indicate that it, in fact, has been paid, correct?

A. Yes. I would agree with that.

Q. Okay. And that's your practice that you consistently apply?

A. Yes.

Q. All right. There's no date on this first page of Exhibit 8 so we don't know from the document when it was paid. Do you have a recollection of when it was paid?

A. There's a date -- oh, there's a date on the document. There isn't a date on the payment.

Q. Correct.

A. Yeah.

Q. And that's my question.

A. The expiration date of September 27th, 2005.

Q. But my question to you is do you recall when this was paid?

A. No.

Q. Okay. Let's move to the next page of Exhibit 8, which is a much smaller item. The copy doesn't take up the whole page.

A. Right.

Q. It has a bend and peel notation up on the top right. Do you see that?

A. Right.

Q. Is that your handwriting on the "paid" notation?

A. Yes, it is.

Q. And this one does have a date?

A. Yes. And it also, just to make more sense of it, I believe that this is the flip side of page 3 within this exhibit.

Q. Okay.

A. Yes.

Q. All right. This is the -- you think that the second page is the flip side of the third page?

A. Right. It's one of those cheapo things you get in the mail and you have to bend and peel and keep your own receipt. And this shows that -- it's very hard to read, but there is an amount underlined for $19.50.

Q. All right. So that we have a clear record, why don't you put the page we looked at first on top.

A. Okay. This one you mean?

Q. Yes. And why don't you just number the pages so that we can reference numbers of the exhibit, page numbers.

A. (The witness complies.)
Q. They're not stapled, and I'm concerned that they might -- okay. And what we were talking about, the bend and peel, that's page 2, correct?
A. That's correct.
Q. And you think it's the reverse side of what is page 3 of Exhibit 8?
A. Yes, I do.
Q. Okay. Going back to page 2, that's your handwriting?
A. Yes.
Q. And it would be your practice to put the date you actually paid --
A. Most of the time.
Q. -- when you put a date?
A. Yeah. Most of the time, I did, yes.
Q. Okay. And the fourth page of Exhibit 8 is just a receipt that you received?
A. Yes. This was a receipt that shows receipt of $97, which, I guess, there was a past due amount, plus I prepaid for three additional months of service.
MR. KEEHN: Okay. I'm going to ask the reporter to mark this as the next in order.
(WHEREUPON, Deposition Exhibit 18 was

marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Okay. I'm going to hand you, Mr. Lopez, what's been marked as Exhibit Number 18. It's a two-page item that looks to be a bill from Cingular. Do you see that?

A. I see it.

Q. I can tell you that Exhibit Number 18 is a document that you provided in the earlier document production.

A. Okay.

Q. And we also have what you've provided here today as Exhibit Number 9, also Cingular bills?

A. Right.

Q. Okay. And looking at Exhibit Number 18 --

A. Right.

Q. -- in conjunction with Exhibit Number 9, it is the same account, is it not?

A. I believe so. I must double check. Yes, it is.

Q. Okay. And this account is strictly in your name --

A. That's right.

Q. -- is it not?

A. Uh-huh (indicating affirmatively).

Q. Does anyone else have -- let me withdraw that question. Is the Cingular service that we see reflected by these invoices for cell phones?

A. Yes.

Q. One or more cell phones?

A. Yes.

Q. How many?

A. I don't know. It would have been either one, two, or three.

Q. Okay.

A. Because, you know, there's -- I'm not sure of the dates, but at one point in time, I had one or two phones with Verizon.

Q. Well, let's just focus on Cingular at the moment.

A. Right. So my point is that by looking at this invoice, I can't tell you if this was for one phone or two phones or three phones.

Q. Okay. Can you tell me whether or not it was for phones that you exclusively used as opposed to you and your wife or/and any other person?

A. I cannot tell you that by looking at this. If this was just for one phone, it would have been my exclusive use.

Q. And you provided Exhibit 9 for us this

morning --
A. Yes.
Q. -- in response to the document production?
A. Correct.
Q. And it should reflect payments made in the time period requested?
A. Right.
Q. All right. Exhibit Number 19 is a little bit different because it's --
A. Is it 18 or 19? Do I have 19?
Q. I'm sorry. I misspoke. It's 18, yes. Exhibit Number 18 is a little bit different. It's dated June 19th, 2005. Do you see that?
A. Yes.
Q. Okay. Now, I need to have you grab Exhibit 17 for a moment, if you will, and look at the reference to Cingular that's on Exhibit 17. You'll find it on the second page at the bottom. Right there. The one in your hand.
A. Right.
Q. At the bottom.
A. Right.
Q. Okay. On Exhibit 17, you indicate that the amount owed to Cingular Wireless is $125?
A. Uh-huh (indicating affirmatively).

Q. On the invoice, it's $313.40, a difference of about $188?

A. Yes.

Q. Did you have a dispute with Cingular as to the amount that was owed at that point in time?

A. I don't recall; however, I do notice that the date of the invoice was June 19th, not June 30th, and whether or not my balance at the time of June 30th was $313 as you've stated or whether it was $125 or something else, I can't tell you by looking at this.

Q. Okay. Well, you can tell that as of June 19th the balance was, at least as far as Cingular was concerned, was $313.40, correct?

A. Yes, with the exception that if they had received any payments that did not make it on the statement, they wouldn't be reflected here.

Q. Okay. Well, was it your practice to pay an amount less than the full amount due?

A. Well, sometimes, you know -- and I'm sure you're aware of this so I'm not trying to insult you, sometimes you have a statement for a bill, and let's say it's a hundred dollars. And then you have -- so you pay it. It's a hundred dollars. And then you get another statement and that bill is for $100 carried forward plus $60 so the next bill is $160, okay. Well, you may have already paid the $100. That doesn't mean that your balance is $160, okay. Your balance is actually $60.

Q. Do you have a recollection of having paid an amount for the period covered by the June 19th invoice?

A. Not a specific recollection, but I know that when I did this Exhibit A, in a lot of cases they were estimated. It's possible that this was an estimated amount.

Q. Okay.

A. But it's also possible that it was closer to $125.

Q. Well, let me walk you through this to try and refresh your recollection. We know from the two exhibits that we've got a variance of $188.40 between Exhibit Number 17 and Exhibit Number 18.

A. Okay.

Q. All right. We know from Exhibit 18 that the prior balance was $151.18.

A. Right.

Q. So you would agree with me, would you not, that had you paid the prior balance prior to the issuance of the June 19th invoice, you would not have paid more than $151.18, correct?

A. No. I don't necessarily agree with that. I don't know.

Q. Okay. You don't know?

A. Yes. Because let's -- just as an example, let's look at Item 9.

Q. Exhibit 9?

A. Exhibit 9. Now, Exhibit 9 has a payments received of $176.56. Right?

Q. Yes.

A. However, there's also a total adjustments of $212.68. All right.

Q. Yes.

A. And then there's a credit amount of $23.03.

Q. Yes.

A. So the point is that whether or not $151.18 would have been paid and the balance was $162.22 or whether the balance was really $313.40, I can't tell by looking at this.

Q. Do you have any recollection of it?

A. No. It's a very minuscule amount. I would not be surprised if it was a little more than $125. I had a basis for putting $125 down, but it may have been estimated.

Q. Well, let me ask you this: Do you ever recall in the June, July time frame of 2005, having a dispute with Cingular as to the amount that was actually owed?

A. Absolutely.

Q. You do?

A. Very common occurrence.

Q. Okay.

A. I had disputes with Cingular and Verizon. And I'm not talking about knockdown, drag-out fights. I'm just talking about, look, I got overcharged for this. Why did I get billed for that? Why did I get billed for that? And there would be credits. Just, for example, Exhibit 9 shows something just like that. Adjustments to previous balance because of mistakes they made on the billing, $145.18. So it's very common when you're dealing with --

Q. Where are you looking on? I'm looking on Exhibit 9.

A. Exhibit 9, page 2.

Q. Okay.

A. Look in the box at the top of the page.

Q. Yes.

A. Adjustments to previous balance of $145.18.

Q. Hold on. Yes.

A. Do you see that?

Q. Yes, I do.

A. What do you suppose that is?

Q. They agreed with you as to your dispute.

A. Yeah. There was some kind of a problem with the way they billed me, and there was an adjustment that was made accordingly. And all I'm saying -- I'm not trying to be cute. All I'm saying is that I -- you asked me, you know, is this $151 that's shown here and whether or not I paid $151, I'd either have a balance of $162 or $313. And I can't say that with certainty. I can't. It's very common to have disputes over -- or overcharges when you're dealing with these phone companies.

Q. Okay. Do you recall having a dispute in June of 2005?

A. I don't. I don't recall one way or the other. I'm just saying it's possible.

Q. It's possible?

A. Yeah.

Q. And it was common?

A. Yes. Absolutely.

Q. All right. Would you agree that there was some amount somewhere between the $125 that you have on Exhibit 17 and the $313.40 that we see on Exhibit

18 that was owed to Cingular?

A. I'm not disputing that they're a creditor, no.

Q. Okay.

A. I'm not disputing that. And it is -- I want to emphasize that it's entirely possible that the $125 number I used was an approximation.

Q. Okay. Well, you're anticipating my questions and so you're giving answers that we don't necessarily need.

A. All right.

Q. So just wait until I finish the question and make sure you understand it, and it will probably go faster. My question is: You would agree with me, would you not, that somewhere between the $125 that is on Exhibit 17 and the $313.40 that is on Exhibit 18 was, in fact, owed to Cingular on June 30, 2005?

A. I have no reason to dispute that.

Q. Okay. Has that amount subsequently been paid, whatever it was?

A. Oh, I'm sure because I'm on a current basis with Cingular.

Q. Okay. So it's been paid?

A. Well, it's been worked out. Whether or not it was credits by them or payments by me or some combination thereof, it has been worked out.

Q. Well, let's do it simpler still. You have made payments to Cingular since June of 2005, correct?

A. Absolutely.

Q. And to the best of your knowledge as you sit here today, you're current with them?

A. Well, I just -- I think I just received a bill from them.

Q. Okay. Other than that?

A. Other than that, yes.

Q. Okay. And that bill doesn't include in it, to the best of your knowledge, any carry overs from June of 2005, does it?

A. No.

Q. Okay.

A. Because I don't think they'd have a carry over from June 2005 without shutting off your account.

Q. That would be my assumption as well. Do you recall whether or not any payments were made to Cingular in the time period of April 1, 2005, through June 30, 2005?

A. Not off the top of my head, no.

Q. Okay. Well --

A. Haven't I previously submitted information per your request?

Q. I'm asking for your recollection here now. That's a 90-day period.

A. Yeah.

Q. Okay. As you sit here today, beginning in April of 2005, was there ever a 90-day period when you did not make payments to Cingular?

A. I don't believe so.

Q. Okay.

A. I do know, and I'll explain this, that they screwed up my account and they were sending two sets of bills for the same account. And it took me a couple of months, but I finally straightened it out. So whether or not the duplicate set of billing wasn't paid because the other account was being paid, that's possible.

Q. Okay. You currently reside at 310 Sand Myrtle Trail?

A. That's been established.

Q. Right. I'm just conversationally leading into the next question. I'm not trying to get you to testify differently, okay. When did you acquire that residence?

A. I acquired that residence, I believe, it was July 1 of 2003. Certainly, the first half of 2003.

Q. Do you recall the purchase price?

A. $745,000.

Q. Did you pay for that all cash or was there a mortgage involved?

A. There was a mortgage involved.

Q. Do you remember the amount of the mortgage?

A. No.

Q. Do you remember the amount to the nearest $100,000?

A. Well, let me talk out loud -- think out loud here.

Q. Sure.

A. I would say the mortgage was between 550 and $600,000, give or take a few thousand.

Q. Is the same mortgage in place or have you subsequently refinanced it?

A. The same mortgage is not in place.

Q. Okay. Was it refinanced at some point?

A. Yes.

Q. Was that in -- well, when was that?

A. I don't know exactly. I believe it was in 2004, but I don't recall. I don't know the exact date.

Q. Okay. When I was referring to the mortgage, I was talking -- I meant to include mortgages from institutions or from the seller as well. Was that your understanding?
A. No.
Q. So when you told me the range of 550 to $600, was that just an institutional loan?
A. Yes.
Q. Okay. Who was the institution, if you recall?
A. I believe it was Countrywide mortgage.
Q. Was there any other mortgage? Did the seller take back the mortgage?
A. Yeah. The seller actually kicked in some of it as part of the deal.
Q. How much was that?
A. I would say somewhere between $25,000 and $35,000. It was in that range.
Q. Okay. Has the seller been paid subsequently?
A. Yes.
Q. So the seller is out of the picture?
A. Yes.
Q. And Countrywide has subsequently been refinanced?

A. (Indicating.)

(There is an off-the-record discussion between the reporter and the witness for clarification of the last response, after which the deposition resumed as follows:)

BY MR. KEEHN (RESUMING):

Q. The Countrywide mortgage, purchase money mortgage, has been paid, has it not?

A. Yes.

Q. And who is the current lender?

A. The current lender is a company called Aurora, A-u-r-o-r-a.

Q. Okay. And you're not sure of the time, but you think it was around 2004 that it was refinanced?

A. Yeah. I believe it was late '04. It might have been '05. I'm not exactly sure.

Q. Okay. Did you receive cash out of the transaction in the refinancing?

A. I didn't actually. My wife did the "re-fi." I believe that there was some cash that came out of the deal.

Q. Do you know how much?

A. No, I don't.

Q. Do you know what it was used for?

A. No. I don't know what that was used for.

I know -- I mean, generally, paid debts. I would imagine some of it got used for legal fees.

Q. You have been on title to the Sand Myrtle residence since the time it was originally acquired, correct?

A. That's correct.

Q. So you would have participated as a signatory to the refinancing, correct?

A. That's an interesting question because generally not; however, there may have been a document or two that I had to sign.

Q. So other than the signing of a few documents, you had no participation in the refinancing?

A. That's correct.

Q. Who presented you the documents to sign?

A. I know that there were a couple of documents I had to sign. I don't recall what they were. But who -- I mean, in terms of -- can you define "who"?

Q. Well, what I'm trying --

A. You know, like what company? What entity? What person? You know.

Q. No. What I -- someone comes to you with documents to sign. Somebody had to present the documents to you physically, correct?

A. Right. Right.

Q. Who was that?

A. I don't remember a person. I remember the entity. There was an entity that handled it, and it was a company -- it was the company that handled the closing.

Q. Okay. We know from your testimony that other than the signing of documents, you had nothing to do with the refinancing, correct?

A. That's right.

Q. How did you first learn that there was a refinancing transaction underway?

A. Well, I think you'd have to read back the question because I think that's a misrepresentation of what I said.

Q. Well --

A. You asked me if I signed all these documents, and I said there were a couple of documents that I had to sign because you were asking me about the title. Could you repeat the question?

Q. Do you want her to read back the question and answer?

A. Yeah, because I'm sort of confused as to where we're at.

(WHEREUPON, the court reporter read back the requested portion as follows: "Question: You have been on title to the Sand Myrtle residence since the time it was originally acquired, correct? Answer: That's correct. Question: So you would have participated as a signatory to the refinancing, correct? Answer: That's an interesting question because generally not; however, there may have been a document or two that I had to sign. Question: So other than the signing of a few documents, you had no participation in the refinancing? Answer: That's correct. Question: Who presented you the documents to sign? Answer: I know that there were a couple of documents I had to sign.")

(WHEREUPON, the witness stops the court reporter and continues as follows:)

THE WITNESS: Now I know where you were getting at because I misunderstood you. What I thought you were asking me pertained to the documents that I had to sign and I was participatory in that process. And my explanation to you was that there were probably a couple of documents I had to sign, but it wasn't actually my loan.

BY MR. KEEHN (RESUMING):

Q. Okay. Of the documents that you had to sign --

A. Uh-huh (indicating affirmatively).

Q. Well, let's withdraw that question, and I'll start in a different place. There came a time when you knew that there was a loan being made as a refinancing transaction?

A. Oh, yes. Absolutely.

Q. When was that?

A. I don't know the specific dates, but I do know that I actually shopped a loan. I looked around and I found somebody to do the loan and that led to Aurora.

Q. Okay. But you say it was your wife's loan?

A. Absolutely, but I assisted in finding it.

Q. Okay. Do you recall whether you signed the actual loan document? Are you on the loan?

A. No.

Q. You're just an accommodator by signing the mortgage?

A. Absolutely. I'm on the title. I have to acquiesce to the loan and she did the loan.

Q. Do you recall how much the loan was?

A. I think it was in the neighborhood of $750,000.

Q. Okay. Do you recall whether it was -- do you understand what I mean by a line of credit, a revolving line of credit?

A. Yes.

Q. Okay. Was it a revolving line of credit loan?

A. I do not believe so. And the reason that's vague is that there are some even, you know, first mortgages that have line of credit addendums or line of credit capabilities after you pay it down. I do not think that line had it, but I'm not certain -- not a hundred percent certain.

Q. Okay. Well, would this be a true statement: If the refinancing loan had a line of credit component --

A. Yes.

Q. -- would it be accurate to say that you never drew down on that line of credit?

A. That would be accurate.

Q. Okay. Would it also be accurate to say that the only person who could draw down on that line of credit was your wife?

A. That would be accurate.

Q. Okay. Do you recall if any portion of the loan proceeds from the refinancing were used to pay Mr. Fischbach?
A. I think it is entirely possible. Do I recall specifically? No.
Q. Okay.
A. But I would imagine that would be an entirely possible thing to happen.
Q. Okay. Other than the refinancing that we were just talking about, have there been any other loans that are collateralized by the Sand Myrtle residence?
A. Yes.
Q. What are they?
A. There's a loan by -- a loan from Wayne Wise. He was one of the creditors that's listed in Exhibit A of your Deposition Exhibit 17.
Q. Uh-huh (indicating affirmatively).
A. That was collateralized on the sale of the home.
MR. KEEHN: Okay. I think I might have confused you by the term. We'll take this one out of the intended order since the subject's come up, and I'll ask the reporter to mark this as the next in order.

(WHEREUPON, Deposition Exhibit 19 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Mr. Lopez, I will hand you what has been marked as Exhibit 19. It is a one-page document entitled "promissory note." Do you see that?

A. Yes.

Q. Is this the loan -- is the loan memorialized by this promissory note the loan from Wayne Wise that you're referring to?

A. Yes.

Q. There in the third -- well, let me just -- the first sentence says that for value received, the undersigned hereby promises to pay to the order of Wayne M. Wise the principal sum of $15,000 on the following terms: On the sale or refinance of maker's residence on 310 Myrtle -- Sand Myrtle Trail, Destin --

A. Right.

Q. -- Destin, Florida. Do you see that?

A. Yes, I do.

Q. Is that what you meant by collateralized by the house?

A. Yes.

Q. Okay. Was there actually a mortgage

executed to secure this promissory note?

A. I don't -- I don't understand in terms of what your definition of mortgage is. What my answer to your question was, was that I made a deal with Mr. Wise, and if we sold our property, he would get his $15,000.

Q. I understand.

A. So your question was whether or not it was collateralized by the property, and in my understanding of collateralized by property, I would say that this would say, yes, it's collateralized by the property.

Q. Okay. Well, let me clarify what I mean by collateralized. I mean secured by an enforceable lien, and in the case of real property, that would mean a mortgage. I don't think Florida has deeds of trust, but in California, a deed of trust on the property, some other document that can be recorded in the office of the county recorder.

A. Right.

Q. So with that understanding in mind, the promissory note to Wayne Wise is not actually collateralized, is it?

A. With that understanding of your definition of collateralized?

Q. Yes, sir.

A. If I accept your definition?

Q. Yes.

A. I guess. It doesn't change my idea of whether or not something is collateralized by the sale of the house. I still think that it pertains.

Q. Okay. But as far as you know, there's no mortgage or deed of trust that you signed for the Sand Myrtle Trail residence, is there?

A. That I signed, no.

Q. Okay. While we're parked here on Exhibit 19, I may as well ask you some other questions that I have about it. First of all, I'm assuming that you recognize your signature and your wife's signature on the document?

A. Yes.

Q. There's handwriting in the lower right-hand corner. It looks like, "interest paid, 5/17/05, $900 --

A. Right.

Q. -- 'EXT' one year"?

A. Yeah.

Q. Is that your handwriting --

A. Yes.

Q. -- first of all? Okay. Why did you put that on the document?

A. Well, what I did was Wayne's an old friend of mine, and this thing originally had a one-year date or something on it -- yeah, it originally had a one-year date. And what I did is he said, hey, don't worry about paying me this thing. I know things are, you know -- you haven't sold your house, and you've got all these legal bills. So I just made an arrangement with him to pay $900 interest on that, and he just extended this note indefinitely.

Q. Okay. Other than the promissory note that we see as Exhibit 19, is there any other writing that memorializes the extension of the term of the note?

A. No. It's an understanding verbally between us.

Q. Okay.

A. And there was a payment made for $900. Is this something I supplied to you previously?

Q. Yes, it is.

THE WITNESS: Okay. Can we take a five or ten-minute break?

MR. KEEHN: Yes. And one thing I forgot to tell you, you're going to have to tell me when you need a break because my inclination is just to move forward.

THE WITNESS: Okay.

(WHEREUPON, there was a lunch break taken, after which the deposition resumed as follows:)

BY MR. KEEHN (RESUMING):

Q. Mr. Lopez, let me ask you, you've already told me that this notation on Exhibit 19 is your handwriting?

A. Yes, sir.

Q. And I'm assuming that the information contained here is consistent with your practice of making the notation after the payment is actually made?

A. Yeah. That's a fairly consistent practice.

Q. Okay. So we could -- assuming your practice was in place, we know from looking at Exhibit 19 that on or about May 17th, Mr. --

A. Wise.

Q. -- Wise was paid $500 -- $900?

A. $900.

Q. Okay. On account of the promissory note?

A. Yeah. It was an interest payment because it shows 6 percent of $15,000 so I paid him $900.

Q. Okay. Now, we got on to that line of questions because you were telling me, or I was asking you about the refinancing of the home?

A. Right.

Q. And I think I was -- and I had asked you something to the effect that were there any other obligations secured by the residence and that led us to Mr. Wise?

A. Right.

Q. So returning to that point and excluding the refinancing mortgage, excluding whatever collateralization may have been created by Exhibit 19, are there any other obligations that you are aware of that are secured by your residence?

A. Yeah. My wife took out a second on the property.

Q. Okay. When was that?

A. I believe -- I don't know exactly the date. It was sometime in 2005.

Q. Do you know the amount of that?

A. I think that was a line of credit, and I believe it was in the neighborhood of a hundred thousand.

Q. Okay. So are you one of the makers on that line of credit obligation?

A. No.

Q. But you did sign the mortgage?

A. No. I didn't sign anything. But I'm a --

the property is owned jointly by us, tenancy by the entirety and so I'm not a maker on that obligation.

Q. Right.

A. But I did have to sign something allowing her to do that.

Q. Okay. Do you recall whether that was a mortgage?

A. No. It wasn't a mortgage --

Q. It was not?

A. -- per se, no. But it was -- I think there was a document associated with it.

Q. Some document consenting to do that?

A. Yeah. It's required.

Q. If it was a line of credit, the hundred thousand dollars you referred to would be the maximum amount that could be drawn on that line?

A. I believe so, yeah.

Q. Do you know if any amounts have been drawn on the line?

A. I don't know the details of anything that she's withdrawn on that line. I do know that there was a payment that you asked me about earlier, but there was payment made to Fischbach --

Q. Okay.

A. -- from those proceeds. I asked her to pay and she paid.

Q. All right. Do you know whether or not Mr. Fischbach was owed any money on June 30th, 2005?

A. June 30th, 2005, my understanding is no. My understanding is that he requested a retainer for future actions involved with the case he was doing associated with Mr. Stanly, and we paid him the retainer.

Q. Okay. So he requested the retainer after your wife took the $100,000?

A. It may have been before or it may have been after, but it was around the same time.

Q. Okay. And just so we're clear on the record, if you would get Exhibit 2 so you can refer to that. Is the retainer payment you're referring to this May 12th payment of $65,000?

A. Yes. It was $65,000. I remember distinctly.

Q. All right. If you would get Exhibit 10 in front of you.

A. Do you want this Exhibit 18 back or is this mine now or what?

Q. Well, she's going to include that in the booklet.

A. All right.

Q. And --
A. I'll set this aside for now.
Q. We have to get those back to her.
A. Okay. So we're talking about Exhibit 10. All right.
Q. Right. And what is this?
A. This is a bill from Coastal Community Insurance, and this is a bill for flood insurance for the property at 310 Sand Myrtle.
Q. All right. There's also some handwriting there. It looks like, escrow account to pay, 8/22/05. Do you see that?
A. Yes.
Q. Is that your handwriting?
A. That's my handwriting.
Q. And what did you mean by that notation?
A. What I mean by that is that the information I got from my wife was that the payments for all insurance on the property --
Q. Uh-huh (indicating affirmatively).
A. -- would come out of the escrow account from the lender.
Q. Okay. So you don't actually have to write a check?
A. No. No checks are needed to be written to

either Allstate Floridian. After a certain date, they were handled out of escrow and the same with Coastal Community Insurance.

Q. That escrow, is that what's typically referred to as an impound account?

A. Yes.

Q. Okay. Is there anything about the invoice that we have as Exhibit 10 that as you look at it, that strikes you as incorrect?

A. Other than the misspelling of my name, no. It appears to be correct.

Q. Okay.

A. It's my account. It's Coastal Community, and I'm not aware of this Landmark American. That's probably somebody they have to contract with to get the policy with.

MR. KEEHN: All right. Hold on a second here. All right. I'm going to ask the reporter to mark this document Exhibit 20.

(WHEREUPON, Deposition Exhibit 20 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Mr. Lopez, I'll hand you what's been marked as Exhibit Number 20 to the deposition. It is a two-page document, which is a copy of an invoice from

Coastal Community Insurance Agency.
A. Right. It looks like the same document we were just looking at.
Q. Well, it does at first blush, doesn't it?
A. Yes.
Q. Right. Until you -- yeah, it does. So you had provided this previously?
A. Right.
Q. Okay. Now, when did you first start getting flood insurance from Coastal Community Insurance?
A. Well, Coastal Community Insurance, I believe, wrote a policy from July '04 to July '05 as well.
Q. Okay.
A. Prior to that, there was another firm that did the policy from '03 to '04. I don't remember the name of that firm.
Q. So your recollection is that Coastal Community had the coverage up to what would have been June 30th -- or, excuse me, June 29th of '05?
A. My understanding is that, I believe, that they did it two years in a row.
Q. Okay.
A. I could be mistaken. My belief is -- what

happens is I live in a community called Kelly Plantation. And what they do is they help the homeowners residing within that community acquire flood insurance. Flood insurance is almost impossible to get on your own, especially if you live in a flood zone that's not protected by federal coverage. So every year, the community picks an insurance company to handle the flood policy for the entire community. And I believe -- I know Coastal here did '05-'06. I believe they did '04-'05. I'm not positive. And I know for certain that there was a different company that did '03 to '04.

Q. All right. On Exhibit Number 2, you've got Coastal Community as one of the creditors. That's the one, yes (indicating to document).

A. This is the one?

Q. It's on the first page.

A. Okay.

Q. For $1,013?

A. Right.

Q. Pretty close estimate. But the thing that was curious is that when your judgement debtor's exam was taken on May 9th --

A. Right.

Q. -- you didn't identify Coastal as a

creditor.

A. Yeah. I imagine that there were many creditors that were not identified during that particular exam. I was pretty vague. I don't believe I had the documents with me because it really was about something else it seems like.

Q. Well, why don't you look at Exhibit Number 10 one more time.

A. Okay. This is the Coastal Community Property one?

Q. Yes.

A. Okay.

Q. And if you'll notice up in the upper right-hand corner under date, it says July 28th, 2005. Do you see that?

A. Yes.

Q. Which is after the judgement debtor's exam?

A. Okay.

Q. Okay. And it starts for -- it's a bill -- an invoice, rather, for coverage that begins in July of '05 after the debtor's exam. Is that information helpful in refreshing your recollection as to why you did not identify it at the debtor's exam?

A. When was the date of debtor's exam?

Q. May 9th, 2005.

A. Well, you know, here's how it works. The -- and this is based on what I believe to be the situation with the flood insurance -- it runs July to July.

Q. Uh-huh (indicating affirmatively).

A. They actually have a preliminary estimate of what you're going to owe for the next period. And that preliminary estimate comes before this actual July date.

Q. Right.

A. It may be in May. It may be in June. Now, if I did a debtor's exam in May, and I didn't mention this, it's quite possible that I had no knowledge of that at that time.

Q. Because it wasn't due, was it?

A. Possibly, but I don't know.

Q. Well, look at the invoice. It's not due until the end of July, is it?

A. But I think if you look at the debtor's exam, there were quite a few -- and I don't -- you know, without having it in front of me, I don't know how many questions there were pertaining to all debtors. But I don't think that in that exam there was any real comprehensive answer because it was just based on what I had in my head. And later on, when I put together this schedule that I submitted as Exhibit A, I think I had a much clearer idea.

Q. Okay. But you can see from looking at the invoice that it wouldn't have been due. It wouldn't have been an obligation that was due in May of 2005?

A. But you're overlooking the fact that if they're a creditor and they're charging me every year for insurance and I'm paying the bill, that I've got an insurance bill expectation as of a certain point of time of 1,013 bucks because that's what I actually put in there. And I would imagine that there was some point in time between May and July where I got that amount.

Q. Yeah, sometime after July 28th, the date of the invoice, correct?

A. No. That's not exactly what I said.

Q. Well, what do you remember?

A. It's what you would like for me to say. What I told you is that this policy runs from July to July. At some point in time, whether it be in May or whether it be in June, there's some kind of notification to me to expect to pay this amount for the insurance. All right. Now, the date they actually invoice it may be much later, which is in this case right here, but I would have had an estimate of what I had to pay for the insurance policy to stay in effect.

Q. For the insurance policy to be in effect from Coastal Community Insurance for the period, July of '05 through July of '06 --

A. Right.

Q. -- you would have had to pay the premium, correct?

A. Right.

Q. All right. Did you, in fact, pay the invoice that we have as Exhibit 10 -- or it was paid on August 22nd?

A. Right.

Q. Okay. And the impound account from which it's paid, that's just part of your monthly payment to the mortgage company, correct?

A. That's correct. They pay taxes and insurance associated with the property.

Q. All right. And who's the person within your household that actually writes the check to that mortgage company; is that you?

A. Generally, it's my wife.

MR. KEEHN: Is it? Okay. May I have this marked as the next in order.

(WHEREUPON, Deposition Exhibit 21 was

marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Mr. Lopez, I've got Exhibit Number 21 that I'll hand you, and I'll ask you also to get out Exhibit Number 11. Both are Cox Cable -- excuse me, Cox Communications bills.

A. Right.

Q. Starting with Exhibit Number 21 -- and I'll tell you that Exhibit 21 is a document that you've previously produced.

A. Okay.

Q. And the first question I have for you, because there is no notation on it is, was this bill paid, do you know, by the due date of June 14th? If you look on the left-hand side, yellow highlighted portion, it says when the payment is due.

A. I can't tell from looking at this document by itself.

Q. You can't tell?

A. No.

Q. Because we know that the fact that there is a notation -- that there is no notation, doesn't necessarily mean that it wasn't paid, correct?

A. That's right.

Q. Okay. So you would have to see something else?

A. Yeah.

Q. Now, Exhibit 11 reflects Cox Communications bills for the period after June of 2005, and it consists of the statement for August of 2005, it looks like.

A. It says January of '06. Exhibit 11?

Q. Exhibit 11, yeah.

A. It says January '06 on top.

Q. Well, that's the first page. I'm taking them in chronological order.

A. Oh, okay. So you're talking about page 2? Page 2 within Exhibit 11?

Q. Well, actually, I was talking about page 4 which indicates that it was due by -- wait a minute. Let's -- can I see Exhibit 10 for a moment? I'm going to rearrange it.

A. It was Exhibit 11.

Q. Exhibit 11, yeah. I'll take that, and I'm going to put page numbers in the lower right-hand corner, and I'll just -- okay. I'll return Exhibit 11 to you now with the page numbers. Are you able to tell from looking at Exhibit 11 whether or not the invoice that we have as Exhibit 11 was paid?

A. Yes. Exhibit 11, but if I look within

Exhibit 11 on page 3 --

Q. Page 3 of Exhibit 11?

A. -- it shows previous balance, $111.42. And then it says payments received, $111.42. That's a subsequent statement to the July 22 statement that you're referring to.

Q. Okay. And that was paid in October of 2005, correct?

A. No. This statement is for August of 2005.

Q. I'm looking at page 3 of Exhibit 11.

A. Yes, so am I.

Q. And it has a "paid" notation on it?

A. It says August 21, 2005, statement, previous balance, $111.42 --

Q. No. Let me see Exhibit 11. I don't think we've got the pages lined up. July 22 is page 1. January -- I'll re-number these. Okay. I think we're on the same page now so let's start over. You were telling me the page of Exhibit 11 that shows the payment. And which page is that?

A. Well, what I was telling you is that if you look at page 1 of Exhibit 11 --

Q. Okay.

A. -- you'll see it's a statement dated July 22nd, 2005. The charges due are $111.42. If you look at page 2 for the subsequent statement of August 21, 2005, you'll see the previous balance of $111.42; payments received, $111.42.

Q. Okay. So it was paid?

A. That's what it looks like.

Q. All right. And we can tell from looking at page 1 of Exhibit 11 that by the invoice date of July 22nd, 2005, it had not yet been paid, correct?

A. Yes -- well, we can look at the fact that it says July 22nd, total due, $111.42, and then you look at the next month's statement and it shows payments received, $111.42.

Q. Okay.

A. Okay.

Q. So sometime in July, the invoice we have as Exhibit 21 was paid?

A. Sometime between July 22nd, 2005, and August 21st, 2005, the invoice was -- or the payment was received by Cox.

Q. Okay. Now, back on Exhibit 21, there is an adjustment of $1. Do you have any idea what that's about?

A. Absolutely not.

Q. And I notice that the amount that was actually paid was the charge without that adjustment;

do you see that?

A. Well --

Q. You have a current charge on Exhibit 21 of $111.42. You've got a $1 adjustment for a total due of $112.42; do you see that?

A. Right.

Q. And then what you actually paid was the $111.42, which is the amount charged without the adjustment?

A. Incorrect.

Q. Why sir?

A. Because you're referring to a May 21 statement that says $111.42, plus a $1 adjustment. Who knows what that is, $112.42.

Q. Right.

A. Okay. Then -- you don't have a June statement.

Q. No, I don't, do I?

A. You skip to a July statement, and the July statement shows something else and total due, $111.42, and then the August statement shows payment of $111.42.

Q. Do you remember disagreeing with that adjustment?

A. Generally, I make it a principle not to disagree over $1.

Q. All right. Are you the person -- well, let's just hold on a second. Let's go back to Exhibit Number 11. On page 3 of Exhibit Number 11, there is the "paid" notation, and it looks like a check number. Do you see that?

A. Yes.

Q. Is that, again, your handwriting?

A. Yes, it is.

Q. And this is consistent with your practice of putting that notation when the bill has been paid, correct?

A. Right.

Q. So would I be correct in assuming from that that you're the person who paid the Cox cable bill? Cox Communications. I keep --

A. Yeah. I know what you're saying. I don't know. I made the notation. Whether or not I issued the check or my wife issued the check, I can't tell you that.

Q. Would the check have been issued --

A. It's quite possible it's already been submitted to you as one of the checks for Cox Communications, but I don't know.

Q. That would be one of the bank statements?

A. Possibly.
Q. Exhibits 5 or 6?
A. Possibly.
Q. Let's have a look. Compass Bank. Okay. Let me direct your attention to Exhibit 5. Go to the fourth page, the check that is in Row 2, Column 3?
A. Exhibit 5?
Q. Right.
A. Row what? Excuse me.
Q. Row 2, Column 3. It looks like Cox Communications to me but --
A. Yeah. Yeah. That's what that says.
Q. All right. And it looks like your signature; is that right?
A. Yeah.
Q. Okay. So if you paid -- on those occasions when you did pay the Cox Communications bill, did you pay them from the Compass Bank account?
A. Yeah. It's possible. It's also possible that since Cox Communications supplied internet -- basically, internet services, it's possible that it may have been paid out of Noveon's account.
Q. Okay. Why would Noveon pay your Cox Communication bill?
A. Did you hear the first part of my answer?

Q. Yeah, I did, but the internet has many uses.

A. When it has to do with high speed internet, mainly for business use, then it's quite conceivable that that may have been paid out of Noveon.

Q. Okay. But you don't know for sure one way or the other?

A. Not looking at this, no.

Q. All right. All we know for sure from looking at Exhibit Number 5 is that for whatever reason -- well, I can't read that date going back to the Row 2, Column 3 check. Can you read the date? Is that 11/11/04? I can't read it at all.

A. That one says 11/11/04, but I don't think that's the same payment.

Q. Okay. Noveon was in business in November of 2004, right?

A. Yes.

Q. It was using internet, correct?

A. Absolutely.

Q. The internet that goes to your home?

A. That's correct.

Q. Okay. Do you still have internet service from Cox Communications as we speak?

A. Yes, I do.

Q. Have they ever discontinued service for nonpayment?
A. Never.
Q. Okay. So you've generally paid the bills -- well, whatever the amount that was due on June 30th, 2005, that's been paid, hasn't it?
A. Which one are you referring to now?
Q. Well --
A. Exhibit 11?
Q. Well, let's just start with Exhibit 17. We know from the second page on Exhibit 17 that you have an estimated amount of $112 owed to --
A. As of that date, yes.
Q. As of that date, which compares reasonably favorably to the invoice that we have as Exhibit 21. It's off by 42 cents, right?
A. Exhibit 21? Where is Exhibit 21?
Q. Do you want to take a moment and reorganize the exhibits?
A. Do you have your copy in front of you?
Q. I sure do, but you should be testifying from the exhibit.
A. Well, okay, give me a minute here and let me find Exhibit 21. This is Cox. I don't have it. Is 21 the one I didn't get a copy of myself?

(There is an off-the-record discussion, after which the court reporter read back the requested portion as follows: "Question: Well, let's just start with Exhibit 17. We know from the second page on Exhibit 17 that you have an estimated amount of $112 owed to -- Answer: As of that date, yes. Question: As of that date, which compares reasonably favorably to the invoice that we have as Exhibit 21. It's off by 42 cents, right?" And the deposition resumed as follows:)

THE WITNESS: Okay. I've got it. Yes, I would agree with that.

MR. KEEHN: Okay.

BY MR. KEEHN (RESUMING):

Q. So then the next question becomes, the $112 or whatever the amount was that's reflected by Exhibit 21, that has subsequently been paid, has it not?

A. Yes.

MR. KEEHN: Okay. We're going to mark this as the next in order.

(WHEREUPON, Deposition Exhibit 22 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. I'm going to hand you, Mr. Lopez, Exhibit 22, which is an invoice from Okaloosa Gas.

A. Okay.

Q. And I'll ask you, there's a notation a little more cryptic this time. There's just a four-digit number followed by what appears to be a date. Do you see that?

A. Uh-huh (indicating affirmatively).

Q. Is that your handwriting?

A. It appears to be, yes.

Q. Is that one of your "paid" notations?

A. Yes.

Q. Okay. So that means that this invoice was paid on or about June 13th, right?

A. Yes.

Q. Okay. And you also provided to us in the form of Exhibit Number 12 invoices from Okaloosa Gas for other periods. And I'm going to ask you to go through Exhibit 12 page by page, and as to those where there's a handwritten notation, just verify for me that that's your handwriting and that it's your customary notation for having paid the bill?

A. Yes.

Q. Okay. And where the notation includes dates, for example on the second one, that means that it was paid at or about that date, correct?

A. Yes.

Q. All right. On Exhibit Number 17, which is the list of creditors attached to your petition, Okaloosa is shown as being owed $45 towards the end of June. Let me know when you've got there.

A. Okay. I see that.

Q. And, okay, if you'll go to what appears to be the third page from the end of Exhibit 12.

A. Yes.

Q. There is an invoice from Okaloosa Gas with a billing date of 6/21 and a delinquent date of 7/18/05. Do you see that?

A. Right. I do see that.

Q. Do you know whether or not this bill has ever been paid?

A. It shows right here that it's been paid.

Q. On a different page?

A. On the same page. Oh, I'm sorry. I'm sorry. The bill amount --

Q. Is $44?

A. Oh, yeah. The bill amount is $44.33. Okay. Got you.

Q. Which compares favorably to your Exhibit 17 as to the amount of $45?

A. Right.

Q. And the question is, has this bill ever been paid?

A. Absolutely.

Q. Okay. Do you know when it's been paid?

A. Well, if you look at the very previous page, it shows last bill amount, $44.33; payments, $44.33.

Q. All right. See, that's why we have you here. You understand these bills better than I do. So sometime after June 21 and before --

A. -- 7/22.

Q. -- 7/22, that bill was paid?

A. That's correct.

Q. In full?

A. Yeah.

Q. Okay. Are you the person that pays these Okaloosa Gas bills?

A. Yes, I do.

Q. Do you pay them from the Compass Bank account?

A. Generally speaking, yes.

Q. Is there another account that you would sometimes use?

A. Well, I mean, I either write a check or I believe they can take payment by phone, but, no, that's -- I believe that's the account we use.

Q. And when they take payment by phone, where do they draw the funds from?

A. Sometimes they can take it on a credit card.

Q. Okay.

A. So I can't answer exactly, but it appears to me that this would have been paid by Compass -- more than likely out of the Compass account --

Q. Okay.

A. -- versus a credit card.

Q. Are you okay? You need a break?

A. No.

Q. All right. Let me ask you to take once again Exhibit Number 17.

A. All right.

Q. And the very first one is Progressive Insurance, and there's an amount of $157.20. Do you see that?

A. I do.

Q. I realize it's for an insurance policy of some sort. Do you have any idea what type of insurance?

A. It's an auto insurance policy.

Q. Auto insurance policy. Who are the covered drivers?

A. That would be myself and my wife.

Q. Okay. Do you know whether that insurance policy -- that payment has been made on that obligation?

A. Oh, yeah, of course.

Q. It has been?

A. Uh-huh (indicating affirmatively).

Q. Sometime after June 30?

A. Sure.

Q. Do you know whether or not payment would have been made on that from the Compass Bank account?

A. Well, let's see if it's in here.

Q. Okay. That would be Exhibits 5 and 6, as I recall.

A. No. It wouldn't be these exhibits. Do you have any other exhibits from Progressive with you? One that will identify the payment?

Q. No.

A. See, well, without seeing a document that shows that that payment's been made -- because I don't see the next statement, and I don't see the applicable Compass Bank statement from that time period.

Q. Okay.

A. However, I do see in your Exhibit 13 that the subsequent payment was received. That would be on page 3 of your Exhibit 13.

Q. Exhibit 13?

A. Uh-huh (indicating affirmatively). The next month's payment was made.

Q. Okay.

A. We can assume that the previous month's payment was made as well.

Q. That's a good assumption. Let's just ask it more simply. Was that policy of insurance ever cancelled for nonpayment?

A. No. I think that there was some kind of a mix-up at one time where they hadn't received a payment and they sent a cancellation notice, but it was never cancelled.

Q. Okay. Is that policy of insurance in effect today?

A. Yes, it is.

Q. Okay. So one way or another you're confident that the amount that was due on the 30th of June of 2005 has been paid?

A. Yes.

Q. All right. And Exhibit 13 is part of the documentation that you brought today in response to the document request portion of the notice of deposition, correct?

A. That's correct.

Q. And, once again, to the extent that there are redactions, you would have been the redactor?

A. Yes.

MR. KEEHN: We'll mark this as the next in order.

(WHEREUPON, Deposition Exhibit 23 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. You want to look, Mr. Lopez, at Exhibit 23 in conjunction with Exhibit Number 14? Both of them are exhibits from Shell and Texaco, I believe.

A. Okay.

Q. All right. Now, beginning with Exhibit 23 because it is first in time, there's no notation on this -- well, wait a minute. Yes, there is. On the second page, there's a notation. And I'll ask you, is that your handwriting?

A. Yes. It appears to be, yes.

Q. Okay. And that accurately reflects the fact that (A) it was paid, and (B) it was on or about August 9, 2005, correct?

A. Right.

Q. Okay. If you look on the front page, there's a late fee on there. Do you see that, $20?

A. Okay.

Q. Do you remember disputing that late fee?

A. No, I don't. I don't remember disputing it.

Q. Okay. If you look on Exhibit 17, which is your list of creditors, and on Shell Texaco you have identified as $290 the amount owed and they're claiming $350, a difference of about $60. Do you see that?

A. Yes.

Q. Do you remember having a dispute with Shell Texaco about the amount of your bill?

A. No. But what I remember from that time period is that I believe July '05 is when Hurricane Dennis hit. And there were quite a few problems with getting bills from various people. I mean, the post office was screwed up, and I don't believe I ever received this statement. I don't think this is something I ever submitted to you. Is that right?

Q. That's the only place I could get it.

A. July -- no. This July 6,'05? I don't believe I ever gave that to you.

Q. It's part of your document production before today.

A. I don't think so. I mean, I'm not saying it's not possible.

Q. Well, let me ask you this: Is that your handwriting on the second page?

A. The second page is not the same as the first page.

Q. It's not the same account?

A. It's the same account, is it not, just a different date? The first page date is July 6th, and the second page date is August. If I remember correctly, it was a Hurricane Dennis issue, and then I probably didn't get the July one, and when I got the August statement, then I paid it.

Q. All right. So you remember having a dispute with Shell Texaco over --

A. I wouldn't say it was a dispute. It was probably just a --

Q. Disagreement?

A. I wouldn't say it was a disagreement, no.

Q. Well, you didn't agree with the amount they were charging you, did they -- did you?

A. No. I didn't say that. What I said was that your page 1 is a document from 6/11 that shows

$350.

Q. Where are you seeing the date on the first page of Exhibit 23?

A. Look on the left-hand margin.

Q. I see it.

A. Eighty percent of the way down.

Q. Closing date?

A. 6/11/05.

Q. Okay.

A. And then this shows a $350 balance.

Q. Correct.

A. Right. Payment due, 7/11/05, which is the next month, payment due, $50.99, which was paid. Okay.

Q. Okay.

A. So anyway, I don't -- what did I put down for -- $290. What I probably did was took the $50 balance off the $340 and had an estimate of $290. That's probably how I came up with $290. It was probably an estimate.

Q. Okay.

A. And that's probably because I didn't have the 6/11 statement.

Q. Well, if you compare the first to the second page of Exhibit 23, they have a previous balance that's exactly equal to the new balance of the June statement; do you see that?

A. No. The new balance on the June statement is $350 and the -- oh, I see what you're saying. The previous balance on the next month's statement.

Q. Correct.

A. Yeah. It looks like that.

Q. All right.

A. What I probably did is I probably looked at the $340, because this is the copy I had, and I show it paying $50 so I estimated a $290 balance owed.

Q. All right.

A. That's probably what I did.

Q. So from what we can tell by looking at the first two pages of Exhibit 23 is that the June bill was $350.20, correct?

A. Yes.

Q. That was carried forward into the July bill that we see on the second page of 23, correct?

A. Right.

Q. And we know from your notation that in August the entire amount was paid?

A. Yeah. The amount due was paid, yes.

Q. Correct. There was a credit?

A. Right.

Q. But whatever was due from the previous balance by August 9th, 2005, that had been paid?
A. Right.
Q. And did you pay the Shell Texaco obligation from the Compass Bank account?
A. That's the most likely payment source.
Q. Okay. What are other potential payment sources?
A. Like I said, it could have been a credit card. On some occasions when I had travel-related expenses, I might have Noveon make the payment.
Q. Okay.
A. But this page 1 does not look familiar to me. And you're saying this came from me?
Q. That's the only source I have.
A. You didn't send a subpoena to Texaco Shell for documents related to --
Q. That's true. We probably did that as well.
A. Because you notice it's a different look entirely too.
Q. A different look?
A. A different shading to the document.
Q. From what?
A. Compare page 1 of Exhibit 23 to page 2, and

then compare page 3 and 4. Do you notice the documents look different?

Q. A little bit.

A. Yeah. The documents that I provided to my attorney that were provided to you were scanned black and white PDF files so they wouldn't have looked gray like this. Anyway, that's a minor point. I don't think we're arguing about much here.

Q. Well, there's no doubt in your mind, is there, that what we have as the first page of Exhibit 23 is your bill from Shell Texaco?

A. Yeah. And I seem to remember there were several credit card bills that I had received during this time frame where we had to evacuate. I think it was this time frame. July seems to ring a bell in my memory.

Q. Right. But I guarantee you I didn't get the second page that has your page notation --

A. No. You got that from me. I guarantee that too.

MR. KEEHN: Okay. I'll have this Verizon bill marked as the next in order.

(WHEREUPON, Deposition Exhibit 24 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Okay. I'm going to look at Exhibit Number 24 in conjunction with Exhibit Number 15.

A. Is this mine?

Q. Yes. Go ahead. They're both sets of Verizon bills. On Exhibit 24, I have an April 21, '05 invoice, and then the next Verizon invoices that we have begin in August of 2005. So I don't -- do you have any idea what happened to May through July invoices?

A. Oh, here's Verizon. Okay. You have one from April previously that I gave you.

Q. I believe that's something you gave. It could have been subpoenaed. I'm not sure.

A. And then I've got August.

Q. Through December.

A. September -- December. Yeah, okay.

Q. Do you have any idea what happened to May through July?

A. No. Is August the next one? Yeah.

Q. Yeah.

A. No, I don't.

Q. Okay. But given the description of the effort you went through to locate things, it would be accurate to say that wherever they are, they're not in the place you would normally keep the Verizon invoices?

A. That's correct.

Q. Okay. And you may or may not have them at all?

A. I may or may not have them at all, or I may have them somewhere else that I was not able to locate them. But I may have them because I know that there was a problem with Verizon that I was working on at the time where basically I had a minimal usage account, and they were charging me like 35 bucks a month, and then all of a sudden, they socked me with a $200 bill. And I know that there were several communications between me and Verizon about that bill.

Q. So you didn't agree with the $200?

A. No, I did not. And, in fact, by October -- I ended up having to pay it, and then by October, I cancelled the service because I was unhappy.

Q. But you disagreed with it and you paid it anyway?

A. Yeah, I did. I disagreed with it, but I paid it.

Q. It just got to be easier to write the check than carry on with the --

A. Well, I had a situation where we had -- I had a telephone and it was a minimal use, and I had had a conversation with them about short-term having more usage. I expected to have more usage. And they told me they'd give me a reduction in the rate for the next month, and they never did it. And so they charged me 200-and-something dollars. I did end up paying it. And I ended up keeping it for another couple of months and then I cancelled the service.

Q. Okay. Do you remember about when you ended up paying the disputed part?

A. I think that -- no, I don't recall exactly.

Q. So I'm imagining from your testimony that what happened was you got this invoice that we have as Exhibit 24 --

A. Right.

Q. -- and you looked at the number, realized you didn't agree with it, correct?

A. Right.

Q. And you began some sort of communications with Verizon to express your disagreement, right?

A. That's right.

Q. Do you know whether or not you had paid it before or after June 30th?

A. And I'm not going to say this with a hundred percent certainty, but I did somehow have a

$45 projected balance with Verizon as of June 30th. So I would imagine that sometime between April 21 and June 30th, I ended up just paying it.

Q. Are you remembering that or are you just kind of --

A. I'm remembering it, but I'm also looking at these other documents that show that it was paid. Well, let's see, as of September, the balance was $65, and as of December, it was $37.

Q. Okay. Well, all we know for sure is that somewhere between April and August, you paid it?

A. That's right. I think I just got tired of fighting with them, and I think I just had a couple of months left on the contract so I paid a couple of months until the contract was over and then I cancelled it.

Q. Well, here, this is interesting. Look at the last page of Exhibit 15. That might be helpful in refreshing your recollection as to when you paid it. This is the August statement.

A. Uh-huh (indicating affirmatively).

Q. August 21.

A. Right.

Q. And on August 21, they're showing a $276 payment.

A. That's very possible. That could very well have been.

Q. Okay. Yeah. It says they received it August 3rd.

A. Right.

Q. They thank you very much. Nice of them. Okay. Well, if you had a -- I'm looking at these invoices and the other ones are sort of minimal.

A. Yeah, 37, 25, 65.

Q. So other than this disputed invoice that we have in Exhibit 24, did you ever have a bill with Verizon that was in excess of $200?

A. Never.

Q. Okay.

A. Not on this account, no.

Q. So with all of that in mind, the payment on August 3 really had to include the disputed portion that we have on Exhibit 24?

A. I think that's logical to assume.

MR. KEEHN: Okay. I'd ask that this be marked as next in order.

(WHEREUPON, Deposition Exhibit 25 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. I want you to have a look at Exhibit 25.

This is a homeowner's insurance bill -- at least that's what it's entitled -- from Allstate Floridian. And there's handwriting that says "paid," and it looks like a check number. It looks like the full amount on 9/24. Do you see that?

A. Yes.

Q. Is that your handwriting?

A. Yes.

Q. Okay. Does this reflect the practice that you referred to earlier of making those kinds of notations when you've paid the bill?

A. Yes. It appears to be.

Q. Okay. As you look at Exhibit Number 25, is anything there that you think is wrong or inaccurate?

A. I really don't remember much about it. I mean, it's been a couple of years. It doesn't look like there's anything inaccurate.

Q. Okay. So you got the bill, you paid it, and that was that, right?

A. Right.

Q. Okay. The next creditor I want to talk about is American Express. You talked about the American Express card in your judgement debtor's exam in May of 2005, and in there you testified that in late 2003, early 2004, you'd stopped using the card.

My first question is, do you remember that testimony?

A. I would certainly say -- now, my memory then might have been better than it is now. I don't believe I used that card after 2004. Now, you know, I should mention there were three cards.

Q. Okay. Tell me about the three cards.

A. There was a card called the American Express Optima card. There was another card that was, I believe, it was a Platinum card, and then I had a Gold card as well.

Q. You say you had the Gold card?

A. Yes.

Q. Are you distinguishing the holder of the Optima and Platinum from yourself?

A. No. I was the primary guarantor on all three cards.

Q. You say primary guarantor. That implies that some other person or entity also had liability?

A. Well, the way these work is they're business cards, and they usually require the person who's actually going to vouch for the card, that's going to be the primary card holder, they apply for the card.

Q. I see.

A. The business accounts allow you to put in a company name if you want a company name on a card as well. One of these cards had the company name, Prism Advanced Technologies. Another one had Metro Consolidations. That was my original AmEx card from, I think, 1992 or 1991. And I'm not certain what the third card had.

Q. Okay. But you stopped using them in 2004 or by the end of 2004?

A. Yeah.

Q. Did you pay them if they were owed?

A. No. They -- I tried on several occasions to work out a payment arrangement with them, and then I'm not sure what exactly happened. I know that I was making payments to them. But I also know that at a certain point in time in 2005, they didn't want to talk to me about payment.

Q. They did or did not?

A. Did not. And immediately after the involuntary filing, I was not even able to make a payment on the account.

Q. You attempted to?

A. Yeah. I attempted to call them and see if they wanted to make a payment deal, and they said no.

Q. On Exhibit 17, you identify them as being owed $22,000?

A. I think that's a pretty good estimate.

Q. Okay. I can tell you that we have attempted to subpoena all of their records relating to the account that you have identified.

A. Yes.

Q. Their response to our subpoena is they have no responsive documents.

A. I'd love to have a copy of that.

Q. I'll provide you with a copy of that.

A. Because that's not what I've heard from them. That's not what I have from them. But I believe, and I'm almost positive, I've already submitted something to you that had a breakdown of the charges made out to me by American Express, not today, but previously. I know that I gave Hayes a copy of a letter that had "Summary of Accounts" and what I owed on those accounts.

Q. Well, all I can tell you, Mr. Lopez, is you see this blank spot in my notebook?

A. Yeah.

Q. That's because I have no documents from them.

A. Do you have anything in writing from them that says I don't owe them any money?

Q. Only the response -- the response to the subpoena doesn't say you don't owe them any money. I asked for documents that show what you owe.

A. Right.

Q. They say I have nothing responsive. Now, you can draw your own conclusions from that.

A. Well, one conclusion and I can tell you, that I will put forward to you is that when I contacted them, they told me -- the first person transferred me to a second person, and they told me, well, it's not that you don't exist in our system; we don't have access to your name and your accounts in our system. They're transferred to some other branch. That's what they told me.

Q. So do you have documents that you've provided to Mr. Hayes that --

A. I have at least one document that's a letter from American Express that has a breakdown of the accounts and the monies that are owed.

Q. And that compares favorably to your $22,000?

A. That's all -- I believe that's how I came up with it. That was my last communication from American Express. Now, if you have something from American Express that says I don't owe them any money, that's beautiful.

Q. Well, they'll never say that. They'll say they don't have any responsive documents, which is what I have. I'm going to ask you to request Mr. Hayes to provide me whatever documents you're thinking of because they would have been responsive to --

A. Yeah. I would be surprised if he didn't.

Q. They would be right here if he had.

A. All right. Okay.

MR. KEEHN: Things happen. Okay. Let's move on. American Homes Shield is the next creditor, and I'll ask their invoice to be marked as the next in order.

(WHEREUPON, Deposition Exhibit 26 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. On Exhibit Number 17, your list of creditors as of June 30th, you have American Home Shield identified as a creditor owed $128?

A. Right.

Q. And we see on Exhibit 26 an invoice for $128 and some change. So my question to you is, is the invoice that we have as Exhibit 26 the document that you referred to in identifying American Home Shield as a creditor in the amount of $128?

A. Well, let me answer that. I have a scarcity of documentation involving American Home Shield, and the reason is that it was either a onetime payment per year or you could break it up into two or three payments. Now, my best recollection is that at the time I had paid $128 out of $256 and I still owed them $128.
Q. Okay.
A. And that's why I put that on there.
Q. Okay. So -- okay, hold up. Tell me, in the payment plan that you're remembering where you could make two payments --
A. Yes.
Q. -- how far apart were the payments in time?
A. That, I couldn't tell you.
Q. Were they in consecutive months?
A. No. They were not consecutive. They would have been a certain amount due by a certain date and then, I believe, several months later another date.
Q. Is there some document that spells out that payment plan?
A. Well, what did American Home Shield provide to you? I know you subpoenaed them. Maybe there's something there that would elucidate me.
Q. The document that I've just given you is

the only thing that I've had from American Home Shield or you on the American Home Shield.

A. And that's the same document you're looking at?

Q. Yes.

A. I wonder if I submitted to you any copies of payments to American Home Shield.

Q. I think we've gone through all of the items unless there's -- go ahead and look.

A. Let me just look real quick while we're on the subject.

(WHEREUPON, there was a short break taken, after which the deposition resumed as follows:)

BY MR. KEEHN (RESUMING):

Q. While we were on break, Mr. Lopez was looking through to see if he could find anything else relating to this American Home Shield. And one of the offers that he made, as I understand it, is that you will undertake another search to see if you have anything else?

A. I will. What I can remember is that this American Home Shield bill was for a year, and it's a home appliance policy. And it was broken down into a couple of payments, and one of them was $128, and the balance would have been $128, which is what I reflected on Exhibit A. And I know that I made one payment, but I do not believe the other payment was made as of --

Q. As of June?

A. -- as of June 30th.

Q. I see.

A. Okay.

Q. But --

A. And the other thing I can offer to you is that there is a payment on Exhibit 5 on page 3 for $128.34.

Q. You're talking about the second column -- second row, second column?

A. I'm talking about page 3 of Exhibit 5.

Q. Right.

A. If you look down on the debits, there's a debit for $128.34.

Q. On what date?

A. November 18th.

Q. Oh, I see, November 18th, yes, for American Home Shield.

A. American Home Shield. But I don't know, you know --

Q. November 18?

A. November 18 -- I don't know -- typically, you sign up a policy, you make a payment, and then you make another payment. But it's $356 a year or something like that.

Q. Okay. So there would have been two payments made?

A. There would have been two payments made, and if I can find any other information on American Home Shield, I will let you know, and I'll have Mr. Hayes contact you.

Q. All right. But in all events, the obligation for $128.34 that we see reflected on Exhibit 26 is the obligation that you're referring to in Exhibit 17 where you've listed your creditors?

A. Yes. It's $256 a year.

Q. Okay.

A. And then my estimation at that time is that I still owed $128. I believe that's what I put, isn't it?

Q. $128 is what you said.

A. Right.

Q. Okay. So that would be the Exhibit 26 invoice, which we can see was debited in November? November 18th?

A. Yeah. Well, what we can see is whether or not it was that invoice or a subsequent invoice.

Q. Well, let's walk -- okay.

A. We can't determine that.

Q. Well, maybe we can. We know that on -- that you believed when you made Exhibit 17 that as of June 30 all that was owed was $128. Okay?

A. Right.

Q. Which would indicate that you must have believed that half had been paid?

A. Yes. That's correct.

Q. Okay. So there would only have been one more installment after June?

A. Right.

Q. We have an invoice for one more installment, and we have a payment. So it must have been the same payment, correct?

A. Not necessarily. I mean, it's possible but --

Q. Well, there weren't three installments, were there?

A. I don't know. The contract date here is 9/16/04, but I don't know what the contract period is.

Q. Well, I don't think that's the contract date. I think that's just the date of the invoice. The contract refers to the number down below.

A. I don't know. All I can say is that it's $256 a year, and I know that I had proof of at least $128 of it. Somehow I made the assumption that I still owed $128, and that's why it was on Exhibit A.

Q. Right.

A. And I will see if I can find anything else on that.

Q. That's fine. But we do know for certain from your own handwritten notation that it's paid -- that the Exhibit 26 payment has been made?

A. We know that at least one payment was made. I can't read what it says underneath that.

Q. Underneath what?

A. "Paid." Can you?

Q. It says 1562. And if you look at 1562, there's a date there of November 19, which is kind of close to the debit date of November 18 that it shows for American Shield. I don't know why there would be that difference.

A. I don't know.

MR. STANLY: It might have posted the next day.

MR. KEEHN: Right. It could have been.

THE WITNESS: AHS couldn't give you any other additional information?

MR. KEEHN: No.

THE WITNESS: Because they were pretty unhelpful with me on the telephone.

MR. KEEHN: Well, they were equally unhelpful with our subpoena so you now know it was nothing personal. Okay. I'll have this marked as the next in order.

(WHEREUPON, Deposition Exhibit 27 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. I'm going to hand you Exhibit 27, which is an account statement from Bank of America account. It looks to be in your name.

A. Yes.

Q. Look on the second page of this document. There's a notation, Number 1617, $54; do you see that?

A. Yes.

Q. Is that your handwriting?

A. Yes.

Q. And that's your customary notation that that amount was paid?

A. That's correct.

Q. Okay. Look on the second page in the right-hand column where it says "Customer Corner"; do you see that?

A. Yes, I do.

Q. In the second paragraph there it begins and says, your account is currently subject to the penalty rate. Do you see that?

A. Yes.

Q. Do you know how long it had been subject to the penalty rate?

A. I don't know.

Q. Okay. Do you --

A. What I do know, and I'm sure you know, that this penalty rate can be applied independently of anything you do with a particular account.

Q. Well, I didn't know that.

A. Yes.

Q. Did you disagree that the penalty rate was applicable?

A. Oh, I don't know.

Q. Do you recall any disagreement that you had with Bank of America over the invoice here -- or the account statement, rather, that we see as Exhibit 27.

A. What I do remember about this is that this account used to belong to a company called Fleet, and Fleet got bought out by Bank of America. And when

Bank of America bought out Fleet, there were all kinds of problems with trying to pay bills online, and there were problems receiving invoices from the new entity.

Q. Okay.

A. So I know that there was, you know, problems involving that, but whether or not that impacted this particular invoice, I'm not sure.

Q. Well, you do remember having disagreements with Bank of America?

A. Not disagreements. I would say hassle.

Q. What do you mean by hassle as distinguished from a disagreement?

A. Well, imagine, you try to pay something and you can't because your log-in and password doesn't work so you can't make a payment online. You don't get your bill. You get a letter from Bank of America saying they're purchasing the Fleet accounts and then your account numbers may be changed. It's just a period of transition that ends up in a hassle for the consumer.

Q. Okay. If you look at the first page of Exhibit 27, it shows a new balance of $2,309.52; do you see that?

A. Yes.

Q. And on Exhibit A, you show a balance due of $2,386, which is actually higher than what they're claiming. Do you know whether or not the invoice or the -- excuse me, the account statement that we have as Exhibit 27 is the document you used in preparing Exhibit 17?

A. Well, can you -- did you check to see whether the document I provided you as support for Exhibit 17 was different than this?

Q. You mean the document --

A. This looks like something you got out of a subpoena.

Q. It probably was.

A. Yeah, because this has a payment due date of seven -- I don't know. I had $2,386 or something?

Q. Correct.

A. And this says 23 -- $2,386 is a pretty specific amount.

Q. Yes.

A. So why they don't agree, I don't know.

Q. Yes. But it's clear that they don't, right?

A. Right.

Q. Okay. If I've asked you this on this

exhibit, I apologize. But we have a notation of $54 payment by the Number 1617; do you see that?
A. Yes.
Q. Is that your handwriting?
A. Yes, it is.
Q. Okay. It indicates that that much was paid on this account?
A. Right.
Q. Okay. Other than the $54 amount that we see on Exhibit 27, have any other amounts on this account been paid down?
A. What do you mean by that? When?
Q. I mean after the date that the $54 payment was made.
A. Well, the date the payment was made would have been sometime in June of '05.
Q. Okay.
A. As of June 30,'05, none of the credit card companies that I've been dealing with would accept a payment from me due to the involuntary bankruptcy filed, with the exception of Texaco Shell.
Q. So are you saying that this payment of $54 that's noted on page 2 of Exhibit 27 was returned to you?
A. No.

Q. No.

A. What I'm saying is that I don't recall if there were any payments after that that were accepted.

Q. Okay.

A. Because you note that the $54 payment is shown as due date 6/7/05. That was before the June 30th filing. If you look on page 2 of your Exhibit 27 --

Q. Yes.

A. -- I'm making an assumption here that that payment was made on or about June 7th.

Q. Okay.

A. Or shortly thereafter.

Q. Were there payments made on this account in the period of April 1, 2005, through June 30th, 2005?

A. I would imagine so, yes.

Q. Okay. That's a 90-day period. You don't have any recollection of having gone a 90-day period with no payments --

A. No.

Q. -- having been made on the Bank of America account, do you?

A. No, I don't.

Q. Okay. Turn to the third page of Exhibit

27. Is that your handwriting down there that has 5/17/05?

A. I don't know. It could be. It looks like it.

Q. Okay. And that would be part of your regular notation?

A. Right. It looks like it.

Q. Okay.

A. It looks like some kind of confirmation because it was paid by phone.

Q. All right. And why are there two amounts, if you know?

A. Well, when you make a transaction payment by telephone, sometimes they charge you a fee, a convenience fee, for doing that.

Q. Uh-huh (indicating affirmatively).

A. This appears to be a $10 fee for doing that. Now, normally, I wouldn't pay a $10 fee to pay 50 bucks, except it looks like this was paid one day before the due date so I did it.

Q. Okay.

A. That's the assumptions I can make about that.

Q. All right. And is it your testimony that since June of 2005, Bank of America would not accept your payments on this account?

A. It's my testimony that after June 30th, '05, none of the major credit cards to my knowledge, with the exception of Texaco, would take a payment from me.

MR. KEEHN: Okay. We'll have this one marked next in order.

(WHEREUPON, Deposition Exhibit 28 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. I'll hand you Exhibit 28, which is a one-page document, some sort of an account statement which is, I believe, from BankCard Services. Do you recognize this -- yes, it's BankCard Services from Wilmington, Delaware. Do you recognize this statement?

A. Is this something I gave you?

Q. It probably came from a subpoena.

A. No. I don't recognize this statement.

Q. Okay. Well, you see in the summary of transactions strip down about the bottom third of the printed portion?

A. Right.

Q. Do you see the second box from the right where it says new balance total, $10,000 -- $10,036;

do you see that?
A. No.
Q. No?
A. I see $10,000 -- oh, hang on a minute. I see $10,008. Oh, yeah. I'm sorry. Here it is, $10,036. I got you. I see it.
Q. All right. And you notice that on the second page of Exhibit 17 you have BankCard Services down as $10,000 even?
A. Right. That would have been based on a statement probably in June, whereas this statement is May.
Q. Okay. Were any payments made on this account in the period of April 1 of 2005, through June 30, 2005?
A. April 1 through June 30?
Q. Right.
A. I would imagine. Here's the deal on this account. This is an account that I'm a cosigner on. And the payments are supposedly deducted automatically where there's a minimum payment due every month, and it's automatically pulled out of the statement. There's never supposed to be a situation where the payment isn't made and then there's a late fee because it's an automatic debit on this account.

Q. And where does that automatic debit come from?

A. It comes from a -- the way you set up the account with any credit card company?

Q. No. I wasn't clear. The money that's being automatically taken from one of your accounts, which account is it?

A. This is a credit card that I have where my father is also a credit card holder on the account. This is BankCard Services.

Q. Okay.

A. And the amount, the minimum payment amount, at least the minimum payment amount comes every month out automatically.

Q. Comes out of what?

A. Comes out of one of his accounts.

Q. Oh, one of your father's accounts?

A. Uh-huh (indicating affirmatively). And I make a payment to him. I make payments to him as to any expenditures I've had on this account.

Q. Okay. So you would not have in any -- in your course of dealings, you would not have made payments directly to BankCard Services?

A. I probably did a couple of times.

Q. Okay.

A. But I know that the minimum came out of some account that he had set up and then on a few occasions, I made additional payments.

Q. So as far as you're concerned, because of that mechanism, there never should have been a late fee?

A. Never.

Q. So you would not agree with their charging of a late fee as shown for $39?

A. No. I don't think so, and I think if you looked at -- if they gave you any other statements, you might find that there's credits for that or a waiver of that or something.

Q. Okay. Let's see, you didn't bring any documents with you this morning that address payments you made after the June 30th time frame?

A. No. I couldn't -- I did not have any documents readily available. You know, I can make a note and say I'm perfectly willing to spend more time looking for it. I could have somewhere payments on this, but I wasn't able to find one -- any in time for this meeting today.

Q. Well, when do you think you would be able to do that?

A. I guess within seven days.

Q. Within seven days?

A. Yeah.

Q. Okay.

A. Is that acceptable?

Q. That's fine. And you'll provide the documents to Mr. Hayes?

A. Sure.

Q. All right.

A. I've got three things I'll provide to Mr. Hayes within a week.

Q. Okay. Let's make sure our lists are the same. What do you show?

A. I show a letter from Am Ex showing my obligation to them; American Home Shield --

Q. Right.

A. -- any more information on billings or payments and BankCard Services.

MR. KEEHN: Okay, good. I'll have this marked as the next in order.

(WHEREUPON, Deposition Exhibit 29 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Okay. This is Exhibit 29. It is a statement from Citi Card, an American Airlines Advantage Card, and it is for a closing date of June

21st showing a new balance of $32,136.57; do you see that?

A. Yes, I do.

Q. Okay. And if you'd look on the third page of Exhibit 17, you'll see that you have Citi Card down for $32,515?

A. Yes.

Q. So my first question to you is, is the account that we see identified on Exhibit 29 the same account you meant to refer to on Exhibit 17?

A. Yes. That's the same account.

Q. Okay. Do you have any explanation for the difference in your estimate and the amount identified on the actual account statement?

A. Yes. I think if you just apply logic to this, $32,136 plus $379 equals $32,515. And probably at the time I filled out this exhibit -- I get a little notification because it's an electronic debit from my account, and I probably did not have the notification that $379 was being taken out of the account.

Q. I see.

A. That's my explanation.

Q. Okay. There's a reference on Exhibit 29 in the top part on 6/18, it has a sales date and a posting date. And it talks about a partial deferment transaction of $304; do you see that?

A. Yes.

Q. Do you know what that means?

A. No. I have a guess. Would you like to hear my guess?

Q. I'd like your best estimate or best understanding of what it means, but guesses we can do without.

A. Well, what I did was after Prism fell apart, I was stuck with a pretty big bill and a lot of business expenses on it. And I explained the situation to Citi Bank, and I made an arrangement with them whereby I was going to pay $379 a month. And the way they explained it to me was that because of our arrangement, I was going to have a reduced actual interest rate on the outstanding principal; however, it may not be reflected in the statement I get. So if you look down here it says 19.99 percent?

Q. Yes.

A. I believe that partial deferment transaction refers to the discounted interest rate because of the arrangement I had with them. That's my guess.

Q. All right.
A. But I'm not sure.
Q. Now, in the period of time from April 1, 2005, through June 30, 2005, were any payments made on this Citi Advantage card?
A. Yeah. They were automatic.
Q. They were automatic?
A. Yeah.
Q. Okay.
A. They were electronic debit from my account.
Q. Is that in a fixed amount or --
A. $379.
Q. Okay. And in the period of time from July 1st, 2005 forward, were payments made or automatic?
A. They weren't accepted.
Q. They were not accepted?
A. They would not -- Citi Bank would not accept payments because of the involuntary filing.
Q. Okay.
A. I guess there's some liability if they do so.
Q. Who knows.
A. You would know more than I on that.
MR. KEEHN: Bankers are not great risk takers. Okay. I'm going to mark this the next

in order.

(WHEREUPON, Deposition Exhibit 30 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Are you familiar with that invoice, Exhibit 30?

A. I'm familiar with this roughly, yeah.

Q. What do you know about the services that were rendered that produced this invoice?

A. Okay. Just a second. I'm sorry. (Brief pause.) Okay. What was the question?

Q. What happened to generate this invoice?

A. I don't know. Looking at this invoice, I can't tell you. I know that I had an emergency having to do with my jaw. I had lockjaw. I couldn't -- it was stuck and I couldn't open or close my mouth. And I forget whether I went to the emergency room and -- they told me there was a particular thing, and they needed to do a bunch of tests, and it would be covered by insurance. And come to find out later, it wasn't covered by insurance, and I got stuck with the bill. I think this has to do with that.

Q. All right. Well, it says, Lopez, Francis; do you see that?

A. Yeah.
Q. Do you have any children named Francis?
A. No, I don't.
Q. Okay. So there's no other Francis Lopez that you're aware of?
A. Not that I know personally.
Q. Okay.
A. There's 96,500 of them in Florida but --
Q. Now, the event, the incident that you just described --
A. Uh-huh (indicating affirmatively).
Q. -- do you remember that happening just before July 4th?
A. You know what, I cannot tell you. I've had numerous medical problems in the last few years, and I can't tell you looking at this that that's the event that I'm talking about. I can't tell you that with certainty.
Q. Okay. Has this bill ever been paid?
A. No. I think that there was a dispute over it, and I don't think I ever paid it.
Q. All right. And the reason you didn't pay it is because it's disputed, right?
A. Well, that was part of it. I wasn't necessarily opposed to paying it because if insurance

didn't cover it, they didn't cover it. I was sore about it.

Q. Who led you to believe it was covered?

A. The doctor, the admitting doctor and the nurse.

Q. So that would have been an agent of the Fort Walton --

A. Yeah.

Q. Told you it was covered?

A. Right.

Q. Turns out it's not?

A. (Indicating.)

Q. That would make me sore.

A. It made me sore in more ways than one.

Q. So in all events, it was disputed and never paid, end of story, right?

A. Well, no, because I think that there's a desire to get the thing paid off, but there was a dispute.

Q. Okay. But this occurred in July of -- it appears to be July of 2004?

A. Right.

Q. Almost a year before the involuntary petition?

A. Right.

Q. And you didn't agree that you should have to pay for the items that the admitting doctor told you would be covered?

A. Right.

MR. KEEHN: Okay. The next in order is going to be a statement from Household Bank Gold Mastercard.

(WHEREUPON, Deposition Exhibit 31 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. And Exhibit 31 -- first let me ask you, is that your handwriting there just below the transaction summary box?

A. It appears to be, yes.

Q. Okay. And would that indicate to you that a payment of $50 was made at some point?

A. Right.

Q. On or about May 16th?

A. Yes.

Q. Do you know if there were other payments made on this account in the period from April 1st, 2005, through June 30th, 2005?

A. I believe so.

Q. Did you make the payment every month basically?

A. Yes. And I do remember that there was a $50 amount because I talked to Household Bank, and they told me, well, just pay $50 a month for "x" months.

Q. Okay. And is this one of the credit card companies that refused to take your money after the involuntary petition?

A. Absolutely.

Q. So no payments post petition were --

A. Post petition, no payments.

(WHEREUPON, Deposition Exhibit 32 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Okay. The next exhibit in order is a statement from Kelly Plantation Owners' Association. I believe you identified it as the homeowner's association that includes your residence?

A. Right.

Q. Have a look at Exhibit 32, if you would, Mr. Lopez. Actually, Exhibit 32 contains two things. There's a statement dated April 15th, 2005, and there is also a letter dated February 10th, 2005.

A. Right.

Q. Do you recognize this statement?

A. That looks familiar, yes.

Q. Okay. Do you know whether or not this has been paid?

A. I'm sure it has.

Q. Do you know whether it was paid before or after June 30th, 2005?

A. Well, let me see something real quick here. This would have been paid prior to June 30th of '05.

Q. Okay. Fair enough. You were looking at something, and I'm just wondering what refreshed your recollection on that?

A. Well, my recollection was that these invoices go out quarterly, and the next invoice would be 6/1. And this date of 3/1, this charge of 3/1 --

Q. Yes?

A. -- with a statement date of 4/15, the next one generated would be 6/1 with a statement date of probably 7/15.

Q. Well, I believe that we got Exhibit Number 32 directly from the Homeowner's Association?

A. Right. I'm not disputing that.

Q. And it was in response to a subpoena that asked for everything.

A. Right.

Q. And this was all they produced, which but for what you've just said, would lead me to believe that nothing else was ever due?

A. No. There's a quarterly fee.

Q. Okay.

A. It was $450 a month. For some reason they've jacked it up to $550 a month -- or not a month, I'm sorry, per quarter. This particular one with the letter that you've got refers to a post Hurricane Ivan special assessment fee. They charged additional money to all the homeowners because of all the cleanup that they had to do after the hurricane. That's what this is in reference to.

Q. Okay.

A. This bill would have been paid. There would have been another one generated sometime in June of '05, which would have made it here, and that's why it was $550.

Q. Okay. These homeowner association bills that are generated quarterly, you don't have any control over that, do you?

A. No.

Q. And what happens, if you know, if you refuse to pay it?

A. I don't know. I've never refused to pay one, but -- and this was reasonable, but I know that there were a lot of upset homeowners because they arbitrarily jacked the price a hundred dollars a quarter without notice.

Q. Do you know whether or not the homeowner association fees are secured by a lien on the property -- on your property?

A. I do not believe so.

Q. You don't think so?

A. Uh-uh (indicating negatively.) I don't believe so.

Q. But is membership in the homeowners' association something that's a mandatory thing that goes along with your ownership of the residence?

A. Yes.

Q. Okay. So one way or another, you have no choice about having to pay those obligations?

A. No. You have to pay them. You know, the only choice you have is when you pay it, but you have to pay it. I will say that is an individually operated entity from anything else, and Kelly Plantation may be the developer for the property, but there's another developer called Cornerstone. But Kelly Plantation, the owners' association can also assess individual owners within the community for additional fees.

Q. Okay. But what we have as Exhibit 32 has been paid?

A. Yes.

Q. We know that. We know from your testimony another invoice would have been generated sometime in the June time frame?

A. June to July time frame, yes.

Q. Do you know whether or not that invoice was paid?

A. Yes. It would have been paid.

Q. Okay. Was another invoice generated by the Kelly Plantation Owners' Association in or around the September type frame?

A. Yes.

Q. Was that also paid?

A. Yes, it was.

Q. In your household, are you the person that typically pays that, the Kelly Plantation Owners' Association assessments?

A. Sometimes I pay it; sometimes my wife pays it.

Q. When you pay it, do you pay it from the Compass Bank account?

A. It could be. It could be. She could pay it out of her account; I could pay it out of my account. It varies.

Q. Her account that you're referring to, is that an institution other than Compass Bank?

A. Yes.

Q. Okay.

THE WITNESS: I need to take a five-minute break.

MR. KEEHN: Sure.

(WHEREUPON, there was a short break taken, after which the deposition resumed as follows:)

BY MR. KEEHN (RESUMING):

Q. We're back, and I want to focus for a moment on Northwest Florida Daily News, a creditor that you had identified as a $45 claimant in Exhibit 17.

A. Right.

Q. And what did you base that amount on?

A. You know, I think it's probably -- let me see. It's probably easier if I look at exhibits. I think I probably should have been -- $42. I put $45 as an estimate. It's an estimate subscription for the newspaper.

Q. So you were estimating what? The monthly subscription rate?

A. Yeah.

Q. And so by identifying them on Exhibit 17, which was going to be attached to your answer to the bankruptcy petition, what you're, in essence, saying is you believe that as of June 30 you owed $45?

A. That's correct.

Q. Or $43 or whatever it was?

A. Right.

Q. And the next question is, was that $45 that you believed was owed as of that time, has it subsequently been paid?

A. Yes.

Q. Okay. Do you know if that was paid out of the Compass Bank account?

A. Yes.

(WHEREUPON, Deposition Exhibit 33 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Okay. All right. The next item that I have or the next exhibit in order has to do with the Quicken Platinum Select account. Do you recognize Exhibit 33?

A. Yes.

Q. All right. What is it?

A. It appears to be a statement for Quicken

Platinum Select Card, which is owned by Citi Bank.

Q. All right. And the exhibit actually has two pages, right?

A. The exhibit has two pages, yes. They're two different statements, two different days.

Q. Okay. And each of them has a notation indicating that an amount has been paid. Do you see that?

A. Yes, I do.

Q. Is that your customary notation?

A. Yes.

Q. All right. Now, so on Exhibit 17, you identify Quicken Platinum card as an $848 obligation, and the new balance shown on Exhibit 33 is $848. So it looks like the Exhibit 38 account is what you were referring to in Exhibit 17; is that correct?

A. It looks like that, yes.

Q. Okay. Is there any doubt in your mind that that's what it was?

A. I don't have any reason to doubt that.

Q. Okay. Underneath the section that's marked "Activity Since Last Statement," there's a paragraph underneath that that says, your account is past due. Do you see that?

A. Yes, I do.

Q. Do you know how long the account had been past due as of that time?

A. Well, if you look at the previous month's statement --

Q. I wish I had it.

A. It's on page 2.

Q. Oh.

A. It shows that payment of $18 was made. So I don't know why unless they received it past the closing date.

Q. Okay. So what you're telling me is there's no "your account is late or past due statement" on the previous months?

A. Yeah. The previous month shows paid, shows current, shows paid on date, and then perhaps they received the payment late. I don't know.

Q. All right. Now, in the time period from April 1, 2005 through June 30, 2005, were any payments made on this Quicken account?

A. Yes.

Q. Okay. Do you remember how many?

A. I don't. We see at least one on page 2.

Q. Okay.

A. Which was the May '05.

Q. Was it your practice to make a payment

every month on the Quicken Platinum card?
A. Yes.
Q. Is Quicken Platinum one of those companies that refused to take your payment post petition?
A. Absolutely. Not only that, they shut off the card after the petition.
(WHEREUPON, Deposition Exhibit 34 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. Okay. I'm going to mark as the next in order a statement of premiums due from Valley Forge Life Insurance Company. Now, you identify on Exhibit 17 Valley Forge as one of your creditors. It's on the third page, and you actually say zero amount due and then in parenthesis $486 on Exhibit 17; do you see that?
A. I said zero and 486?
Q. Well, maybe you can explain what you meant to say. Look on the third page of Exhibit 17, the second item, Valley Forge Life Insurance.
A. Right. Okay. Right.
Q. Okay. And it appears to be -- you identify the same, as an account number what they identify as a policy number on Exhibit 34. So we're talking about the same thing?

A. We're talking about the same thing.
Q. Okay. The Valley Forge entry is actually the only one on Exhibit 17 that has a zero notation followed by a parenthetical reference?
A. Right.
Q. What did you mean by that?
A. What I probably meant by that is that I had not received the premium amount, but it's a $486 per year annual fee.
Q. Okay. Now, looking at Exhibit Number 34 --
A. Uh-huh (indicating affirmatively).
Q. -- I believe this is a document we received via subpoena.
A. Right.
Q. And it's actually not addressed to you at all. It's addressed to your wife.
A. Right.
Q. Do you see that? And you are identified as the insured?
A. That's correct.
Q. Do you see that?
A. Yes.
Q. Do you recall whether or not this life insurance policy is owned by your wife, Madeleine?
A. I don't know. I know that I'm the

insured. I've always been the insured on this policy.

Q. Okay. Do you have any explanation as to why the premium statement is addressed to Madeleine rather than to you?

A. I don't know. It could be that she is the owner, the sole owner of the policy. I don't know. I know that I'm the insured.

Q. Okay. Do you have a copy of the policy?

A. No. No, I don't. Whether or not I have it somewhere and might be able to find it, I don't know. I have not been able to locate it.

Q. Okay. Let me take a quick look here. Exhibit 34 is dated January 11, 2005. Do you see that?

A. Yes.

Q. Do you recall seeing a copy of this statement at or about that time?

A. I believe that I submitted today a copy of something.

Q. Yes, you did. It's Exhibit 16.

A. Yes.

Q. And it is a one-page payment notice from Valley Forge Life.

A. Right. And that's dated 2/5/06. So, yeah, there is a notification one month after this -- no, it's the same date.

Q. No, it's --

A. 2/5/06 -- oh, this is 2/5/05 and this notice of --

Q. Yes, sir. It's 2/5/05. It's a year later.

A. Right.

Q. Your Exhibit 16 is a year later.

A. Right. Okay.

Q. Do you recall whether the payment notices of the type we have as Exhibit 16 come included with or on the back side of the statement of premiums like we see on Exhibit 34?

A. Well, I know that I did not receive a copy of my '06 payment from them.

Q. Okay.

A. And I know that I contacted Valley Forge, and they faxed a payment notice to me so I could make a payment.

Q. Okay. And is that Exhibit 16 that you're referring to?

A. Yeah. Yes.

Q. All right. Now, Exhibit 34 indicates a payment date of February 5, 2005; do you see that?

A. Yes.
Q. Do you know whether or not the policy was timely paid?
A. I don't know whether or not it was timely paid. I do know that you can assume -- we can assume that it was because if it wasn't timely paid, they would have cancelled it.
Q. And you never received a cancellation notice, did you?
A. No.
Q. And this is just an annual premium, is it not?
A. That's right.
Q. Okay.
A. You have the option of making scheduled payments and not an annual payment, but it's cheaper just to pay an annual payment. And that's what I did.
Q. Are you the person that made the payments within your household?
A. Yeah. I'm almost positive I did because that's my writing there, and I believe that was me that issued the payment.
Q. Okay. That would have been in 2006?
A. Yes.

Q. The writing you're referring to is on Exhibit 16?

A. Right.

Q. There's no writing of any kind on Exhibit 34?

A. No, because you got this from the insurance company and my writing wouldn't be on that.

Q. So is it your recollection that your practice was to pay the Valley Forge premiums in a single lump sum?

A. I believe so.

Q. Okay. And that was the practice in 2005?

A. Yes.

Q. Okay. Have you made any efforts to get the insurance company to send you a duplicate copy of the life insurance policy?

A. No. It's possible that I have a copy of it somewhere. I just have not been able to locate it, but I have not contacted them for another copy of it, no.

Q. Okay.

A. I mean, you know, I know it's a term life policy. It's not whole life, and I know the amount is $500,000.

Q. Okay.

A. I haven't had the --
Q. Who is the beneficiary?
A. -- desire to look at the fine print.
Q. Is Madeleine also the beneficiary?
A. I can't tell you with certainty. It's either Madeleine, or Madeleine and my children.
Q. Okay. Other than that class of persons, there wouldn't be any other --
A. No.
Q. -- beneficiary?
A. It wouldn't be you, for example.
Q. I'm glad to hear it. All right. I'd like to revisit just briefly your friend, Wayne Wise --
A. Okay.
Q. -- and Exhibit Number 19. We know from your earlier testimony that there was a payment of $900 made at or about May 17th, 2005, on that promissory note?
A. Right.
Q. And my question to you is, other than that payment, have there been any payments made on the Exhibit 19 promissory note?
A. No.
Q. Does Mr. Wise live in Nashville?
A. Yes.

Q. On Exhibit 17, you identified Union Bank of California as a creditor in the amount of $4,000 on the second page of Exhibit 17; do you see that?

A. Yes. I'm looking at it.

Q. All right. The notation here, "Settlement of Union Bank versus Francis Lopez, $15,000 original balance," do you see that?

A. Yes, I do.

Q. Are you saying by that statement that you settled that balance for a payment -- for a reduced balance of $4,000?

A. No. What I'm saying is that by settlement agreement with Union Bank, I was to pay them $15,000 over time and that as of the date, June 30th, the balance remaining on the settlement amount was $4,000.

Q. When did you make that agreement with Union Bank?

A. My recollection is sometime in 2004.

Q. In 2004.

A. Uh-huh (indicating affirmatively).

Q. Well, it looks like if I understand what you're saying is in between the time you made the settlement and June of 2005, you paid $11,000?

A. Yes.

Q. And was that in the form of a monthly payment -- that was the monthly payment of $1,000 a month?

A. Yeah. It was a -- I believe it was a graduated payment structure where I paid them $500 a month for a certain number of months and $1,000 a month thereafter.

Q. I see. So it's not as simple as just going 11 months prior to June?

A. No. But the last payments were $1,000 a month, and as of this writing, that would have constituted four additional payments to pay it off.

Q. Okay. So if we began in January of 2005 and went forward, were the payments $1,000 a month in that time frame?

A. No, I don't think so.

Q. When did --

A. But I think that if you went from June 30th and went four months forward, you would see it's $1,000 a month.

Q. Where would I see that?

A. Well, I'm just telling you.

Q. Okay.

A. It was -- to the best of my recollection, it was something like 12 payments of 500 bucks a month and then nine payments of $1,000. That would equal $15,000.

Q. Okay. So from April of 2005 through and including June of 2005, it was at the rate of $1,000 a month?

A. Yeah.

Q. Okay. And did you, in fact, make those payments in that amount?

A. Yes, I did.

Q. And more than four months have past since June of 2005. Have you paid off the balance?

A. Yes.

Q. In monthly installments?

A. Yes.

Q. Union Bank was willing to take your money when your credit cards wouldn't?

A. They were. They were. No surprise.

Q. No. So as we sit here today, they're not owed anything?

A. That's right.

Q. Let's have a look quickly at Exhibits 5 and 6, the imaged checks. And my question to you, are any of those $1,000 payments in the imaged checks, and if so, which ones?

A. Exhibit 6, Image Item Number 2.

Q. Okay.

A. Check Number 1683 for $1,000.

Q. All right. I just want to verify that I'm reading correctly. On the next page in Row 2, Column 1, does that also say Union Bank of California?

A. Yes, it does.

Q. Let me see a quick scan of Exhibit Number 5. Okay, I don't see any there. I don't see any -- yes, I do. On Exhibit 7 is the second check on the first page of Exhibit 7, is that Union Bank of California?

A. Bear with me a minute and let me find Number 7. Yes.

Q. Okay. And that's your signature, I take it?

A. Yes, it is.

Q. And then we go to the next page and the first check also looks like it's to Union Bank, correct?

A. Yes.

Q. Then we go to the third page and in the first column -- excuse me, first row, second column, that also looks to be Union Bank, correct?

A. Correct.

Q. So that's by my count, five checks that we know from the exhibits that were drawn on the Compass Bank account. Were all the payments to Union Bank drawn on the Compass account?

A. I believe so.

Q. Okay.

A. I think there may have been one or two payments where I either wired the money or something. I think the vast majority of the payments to them were made on this account.

Q. All right. Okay. I notice on the checks to Union Bank on the second and third pages of Exhibit 7 were made in November of '05 and October of '05 respectively; do you see that?

A. Right.

Q. Which is more than four months after June, and so the question is, was there a hiatus in the payments to Union Bank?

A. Well, I think you got --

Q. By my count, it should have been over in October.

A. Yeah. It may have been. I think that the last payment was probably 11/30.

Q. Okay.

A. I don't know.

Q. But in all events, it's a zero balance?

A. It's a zero balance, and I've got the documentation from them.

MR. KEEHN: Okay. I will mark the next in order the customer invoice from Best Buy.

(WHEREUPON, Deposition Exhibit 35 was marked for identification.)

BY MR. KEEHN (RESUMING):

Q. I will tell you, Mr. Lopez, that my notes indicate that you produced Exhibit 35 as part of your discovery responses, written discovery responses. They are not identified on Exhibit 17.

A. Oh, they are.

Q. They are?

A. Yeah. But you have to be sort of clairvoyant.

Q. Which I'm not, I'll guarantee you.

A. Best Buy belongs to -- it belongs to Household Bank. The Household Bank, slash, HSBC was combined with Best Buy in determining that $5,000 balance.

Q. I see. Okay. The invoice that we have as Exhibit 35 shows -- or the statement, rather, shows that the payment was due by May 28th, 2005. Do you see that?

A. Yes.

Q. Do you know whether or not it was paid?
A. I can't tell from looking at this.
Q. Can you tell from looking at Exhibit 35 whether that is an item you referred to in coming up with the total number of Household Bank, HSBC?
A. Well, I don't have the original exhibits that I gave you. But if you look at the Household Bank statement --
Q. Yes.
A. -- and you add that to the dollar amount, this is a payment due date, 5/28, statement date 5/3. There should have been a statement in June. The June statement date for Best Buy, plus the June statement date for HSBC should equal roughly $5,000 which is what I put there.
Q. Okay. Well, let's see, the May statement is the only one I have. Do you know whether or not the Best Buy obligation has been paid?
A. No. They were part of HSBC, and I had a payment arrangement with them, and they won't take any payments.
Q. So as far as you know, what we see in Exhibit 35 is still due and owing?
A. What we see in Exhibit 35 approximates what's due. It may be a little less than that.

Q. Okay. Let's see, on Exhibit 17, you list the Okaloosa Gas district as a creditor. That is the only creditor whose name begins with "Okaloosa" on Exhibit 17. Did you, to the best of your knowledge, owe anything to the tax collector in June of 2005?

A. The tax -- Okaloosa Tax Authority or --

Q. Okaloosa County Tax Collector?

A. As of June '05?

Q. Yes.

A. I don't believe so. I think I provided a document to Hayes.

Q. Yes.

A. I don't know if he shared that with you. There was a tax -- there was a tax bill, but all the tax payments for the property tax are paid out of escrow.

Q. Okay. So they have been paid?

A. So there probably would have been a -- you know, technically, I think you could list them as a creditor, but the payments were not made by me directly. They would have been paid out of escrow.

Q. And they're for property tax payments?

A. Yeah.

Q. Do you know whether in the State of Florida property tax statements are secured by a lien on the real estate?

A. I wouldn't be able to answer that for you.

Q. Okay.

A. I would imagine so, but I really don't know.

Q. Okay. I'm going ask you to return for a moment, if you would, to Exhibit 17. And just going down the list, looking at the amounts that you identified -- I'll just give you some background. When you list creditors in a bankruptcy proceeding, they give you three optional boxes that you can check. One is if the claim is contingent as of the petition date. The next is was it unliquidated, which means you can't tell what the specific amount was, like a personal injury claim, something of that nature where the dollar amount is uncertain. Or the third box you get to check is if it's disputed. And so my question to you now is I'd like you to go down Exhibit 17, and tell me any of those amounts that you would say were disputed as of June 30th, 2005.

A. Well, accepting your definition, I would say my amount for Northwest Florida Daily News is not disputed by me. Whether or not they feel otherwise, I don't know. I know they signed a declaration showing I owe them $69. But that would not -- that

$69 amount, even if that were accurate, would not even include the subscription due so that doesn't make sense. We discussed already today about Verizon Wireless, that there was a previous amount disputed; however, I did end up paying that so --

Q. Right. I remember.

A. So I'm not disputing that. The American Express, that, you know, to my knowledge, that's the approximate amount I owe them pursuant to a personal guarantee; however, I've heard from you and I've heard from John Hayes that you mentioned that they didn't have any information on that. So to the extent that's disputed, I don't know. My understanding is that I have a personal guarantee on that. Fort Walton Beach Medical Center, we've already discussed that today. Alan Stanly, we get into definitions of what's disputed and what's not disputed, and we've already discussed that today as well.

Q. Okay. I think now I'd like to take a short break and come back and see if we can't wrap this up.

A. Okay.

(WHEREUPON, there was a short break taken, after which the deposition resumed as follows:)

BY MR. KEEHN (RESUMING):

Q. Let's deal with, well, I think the questions that will be going faster first. I'm going to ask you to look at Exhibit 2 for reference just because I'm referring to a payment made in January of 2006 to Ron Noya. It's the second to the last --

A. What exhibit am I looking at?

Q. Exhibit Number 2. There you go.

A. All right.

Q. Do you see that payment to Mr. Noya?

A. Yes.

Q. You described Mr. Noya's representation as being in connection with a lawsuit in San Diego, correct?

A. That's correct.

Q. And the parties to that lawsuit are who?

A. Noveon Systems.

Q. Okay. As to which we know you hold no shares, correct?

A. That's right.

Q. Who are the other parties?

A. Let's see, that's the only thing I have referenced here. There's also my wife -- I know that my wife made a payment to Ron Noya regarding a lawsuit by Mr. Stanly against her.

Q. Okay.
A. But that's not on here.
Q. All right. Tell me again what you intended Exhibit 2 to reflect.
A. Well, I think that you wanted -- my understanding is that you were looking for payments by me for legal fees.
Q. Correct.
A. And as a broad -- sort of a broad stroke to that, I paid Ron Noya $6,000 in connection to this lawsuit. Now, you might say, well, Noveon is a different party, blah, blah, but that lawsuit pertains to the issue of my intellectual property so I have a vested interest in the lawsuit.
Q. That's an issue in the case, is it?
A. Yes.
Q. Does that explain why you paid for Mr. Noya?
A. Yes.
Q. Do you have an engagement agreement with Mr. Noya?
A. I believe so, yes.
Q. So you are his client as well?
A. Well, it's sort of me and my wife and Noveon.

Q. At the risk of splitting hairs, have you signed an engagement agreement with Mr. Noya?

A. I believe so.

Q. Okay. And I take it your wife has also signed an engagement letter?

A. I believe so, yes.

Q. As has Noveon?

A. I believe that we each signed it. I don't know that Noveon specifically by itself signed it. That, I don't know.

Q. All right. And do you recall whether or not that engagement agreement was signed before or after June 30th, 2005?

A. I believe it was signed after June 30th, 2005.

Q. Okay. So --

A. But I believe you were also looking for information on payments made after that date.

Q. Right. So Mr. Noya may be your creditor today, but he was not in June of 2005, correct?

A. Correct. That's why he wasn't listed on the schedule.

Q. Okay. There's a name that I had expected to see on a list like this that's missing, and it's a gentleman name Jeffrey Schoenbach (phonetic). Is

that a familiar name to you?
A. It is.
Q. Who is he?
A. He's an attorney, and I believe he's in L.A. He specializes in bankruptcy.
Q. Okay. Were you ever his client?
A. No.
Q. Did he participate in any way in the bankruptcy of Prism Advanced Technologies?
A. He did. But if we are still having a conversation that revolves around Exhibit 2 --
Q. Yes.
A. I believe you asked for June '04, isn't that right? Any legal payments after June '04?
Q. Correct. So you didn't make any payments after June '04 to Mr. Schoenbach?
A. No.
Q. Now, back to the last question that I had pending. What was Mr. Schoenbach's role in the bankruptcy proceeding for Prism Advanced Technologies?
A. He represented creditors in the action in Prism Advanced Technologies.
Q. You mean the petitioning creditors in the involuntary petition?

A. That's correct.

Q. All right. Was he successful in prosecuting that involuntary petition?

A. I believe so. In terms of whether or not Prism was placed into bankruptcy, yes, I think he was successful.

Q. Were you one of the petitioning creditors?

A. No. I initially consulted with him, and he determined that I was not eligible to be a petitioning creditor.

Q. Okay. So you actually consulted with him for the purpose of becoming a petitioning creditor?

A. Yeah, determining whether I could be a petitioning creditor and he said no.

Q. All right. I don't want to know why he said you weren't.

A. No. And I'd rather not discuss anything further about Mr. Schoenbach.

Q. No. I don't want any of the substance of your conversations with any of your attorneys. All right. But we do know that you had in mind to be a petitioning creditor, found out you couldn't and so you backed away from that?

A. Yes, sir.

Q. Okay. Have you in the past five years done business under any fictitious business name statement?

A. Well, we mentioned one today.

Q. Okay.

A. Prism Logistics.

Q. Okay. Any others?

A. Not that I recall.

Q. Okay. Have you ever been known by any other aliases?

A. I was going to make a joke, but I'm not going to. No.

Q. Okay.

A. No, other than childhood nicknames, and we're not going to get into that.

Q. Well, that's not within the past five years.

A. Right.

Q. Okay. I want to focus for a little bit on the compensation arrangement that you gave some testimony about this morning with Noveon. Not the profit sharing portion because we know that's a zero at the moment, but the lease or the license arrangement that you referred to. How exactly does that license work? When do you get compensated?

A. Well, I think it was a -- and I'd have to look at the license agreement because it's been a long time since I've seen it. But it had to do with licensing my intellectual property, and it was a onetime amount, and it was a nonexclusive right for Noveon to use the technology.

Q. It was nonexclusive?

A. To my knowledge, it was nonexclusive.

Q. Lump sum payment? No residual?

A. It was a dollar amount, and it could have been made over time.

Q. It could have been made over time?

A. Yes.

Q. Has it, in fact, been paid?

A. Yes. It's been paid over time.

Q. Okay. What was the amount of that payment total?

A. I think I gave you a ballpark already.

Q. If you did, it was a long time ago. Can you refresh my memory?

A. Let's look back and see.

Q. No. She's not going to be able to find that, not before the sun goes down.

A. I've already answered that question.

Q. So are you declining to answer on the grounds that it's been asked and answered?

A. Yes. I've already answered.

Q. That's your objection?

A. I'm not objecting. You've already asked me that question. We spent several minutes on it, and I answered it. I gave you a ballpark of how much that was.

Q. Okay. So you're declining to answer this question?

A. Yes.

Q. Okay. I'll ask the court reporter to mark this portion of the transcript accordingly. And so as you sit here today there's no more of the license fee that's due to you?

A. No. As I sit here today -- no, actually can you read that back?

(WHEREUPON, the court reporter read back the question as follows: "And so as you sit here today, there's no more of the license fee that's due to you?")

THE WITNESS: There may be a balance due to me.

BY MR. KEEHN (RESUMING):

Q. What's the balance?

A. I don't know exactly.

Q. Is it more than a thousand dollars?

A. It may be. It's certainly less than $10,000.

Q. Less than $10,000?

A. Yes. It's less than $10,000.

Q. Okay. Is there any increment of your compensation package with Noveon that generates payments as a result of customer activity?

A. No, not directly.

Q. Indirectly?

A. Yes. If you make a linkage between increased customer activity and increased revenues and how that would impact my compensation, yes. That's an indirect linkage. If you're talking about what I'm assuming you're talking about, which would be like a commission structure or something like that, no.

Q. Okay. So there's no commission structure?

A. No. It's not on a commission. I'm on a profit percentage.

Q. The indirect linkage that you referred to, that's nothing more than if sales increased, there might be a profit and therefore you would participate. Is that what you're referring to?

A. That's right. That's right.

Q. Okay. Does Noveon owe you any money for

the reimbursement of expenses?
A. I believe so.
Q. About how much in total would that be?
A. It would be a very rough estimate.
Q. Okay. Give me your best estimate, rough or otherwise.
A. Certainly less than $10,000.
Q. Okay. And, now, this reimbursement entitlement that you have are for expenditures that you made on behalf of Noveon, correct?
A. Right.
Q. Were all of those expenses made before June 30th, 2005?
A. No. I would imagine that some of them would be more current than that.
Q. Okay. Give me your best estimate in terms of percentage of the reimbursement entitlement that is for monies you advanced before June 30th, 2005.
A. Somewhere between -- best estimate, somewhere between 20 and 50 percent.
Q. Okay, 20 and 50 percent. And the balance would be for monies that you advanced or things you bought for Noveon?
A. That's correct.
Q. After June 30th, 2005?

A. No, because didn't you ask me -- I'm sorry. I'm confused. Did you ask me before? Was the first question before 2005 or --

Q. Yes.

A. Then the balance would be whatever the balance would be.

Q. All right. Just to make sure I haven't confused you or confused myself, we know that the total amount of your reimbursement entitlement is somewhere in the neighborhood of $10,000 or less?

A. Or less.

Q. Okay. And I'm trying to make a dichotomy between the advances you made for the corporation that occurred pre-petition, that is to say, before June 30th, 2005, and those that occurred afterwards.

A. And my best rough guesstimate without looking at a financial readout would be between 20 and 50 percent.

Q. Okay.

A. Probably closer to 20 percent prior to June 30th of '05 and the balance being after June 30th of '05.

Q. All right. Can you give me a description of the types of things that you have this reimbursement entitlement for? In other words, did you pay a bill or --

A. Typical business expenses, office expenses that I incurred on behalf of the company, travel expenses I incurred on behalf of the company, equipment purchases that may have happened on behalf of the company.

Q. But in every instance, it was where you used your resources to procure something of value for the company?

A. That's correct.

Q. You're not claiming as a reimbursement entitlement anything for services that you rendered?

A. No.

Q. All right. I don't have them with me here today, but I have seen them, and I can tell you that the federal tax returns that were filed on behalf of Prism Advanced Technologies for the years 2001, 2002, and 2003, all show loans to officers including loans made to you. The aggregate amount of those loans is in the neighborhood of $200,000. Were you aware of that?

A. I don't agree that there was a $200,000 loan to officer. I dispute that.

Q. Okay. Well, I'm not saying that there was a single loan. I'm saying that if you take those

three tax returns --
A. Right.
Q. -- all of them show loans to officers made to you, and if you total them up, it comes to $200,000. And you're telling me you dispute the loan --
A. I dispute that. I know that I had personal involvement with the 2001 and 2002 tax returns of Prism and did not have any involvement after that. I don't know if your client caused the filing of the 2003 fiscal year return. I imagine that's what you're referring to?
Q. There is a return. I've seen it.
A. I don't know what sums are on there, and I can't vouch for the accuracy of them.
Q. What was the nature of your participation in the preparation of the 2001 and 2002 tax returns for Prism Advanced Technologies?
A. Basically compiling accounting information and giving it to an accountant.
Q. Okay. Do you have any training or expertise in corporate taxation?
A. Corporate taxation?
Q. Yes.
A. No. I didn't do the corporate tax

returns. Do I have knowledge of accounting that's a basis of corporate taxation? Yes.

Q. Okay. Describe for me that knowledge.

A. I would say that that knowledge is approximately 15 to 17 years of experience in business and knowledge based on being an entrepreneur from 1992 through 2003 or 2002 at this time period we're talking about in terms of what kinds of information are required out of an accounting system to be presented to a CPA so that a CPA could process a tax return.

Q. And in any of the corporations where you have served as an officer, did you hold the office of chief financial officer?

A. That's an interesting question. It's possible. I believe that I actually held that position at Prism.

Q. Okay.

A. CEO and CFO.

Q. Other than the experience that you've just described, do you have any special training or expertise in the area of accounting related to corporate taxation?

A. Related to corporate taxation, that's a snag for me, okay.

Q. Okay. Then let me make it simpler.
A. Accounting, yes.
Q. Okay. Describe that training or expertise.
A. I've had training in college on accounting. I've had a lot of -- I've done a lot of reading on accounting. I've done a lot of accounting-type work, general ledger work, accounts receivable, accounts payable work, so I'm fairly familiar with it. Do I consider myself an expert in accounting? No, I don't.
Q. Okay. And the college work you're talking about, this would have been in connection with your undergraduate degree in economics?
A. Yeah.
Q. So I'm assuming that would have included a principles of accounting class?
A. Right.
Q. Any intermediate accounting?
A. I took an international finance class that was a little more on the intermediate side of things.
Q. Okay. Other than that, any accounting classes?
A. No.
Q. Any postgraduate classes in accounting?

A. No.

Q. Do you remember that there was a time when Prism Advanced Technology was leasing furniture and you had been asked to guarantee leases of the furniture?

A. I was asked to guarantee personally?

Q. Yes, sir.

A. Leases on furniture?

Q. Yes.

A. No. I'm not aware of that.

Q. You're not?

A. No.

Q. It would surprise you to learn that there were guarantees with your signature or what purports to be your signature?

A. Yeah. I can tell you or offer you something, that I've gotten several bills from Herman Miller. And Herman Miller was a company that Prism leased office furniture from, but I did not have any personal guarantees on it. They sent me the bills under Prism Advanced Technologies, but with my name on them as well.

Q. So as you sit here today, you have no recollection of that?

A. I have no recollection of signing a

personal guarantee on any leased furniture with respect to Prism Advanced Technologies.

Q. Okay. Do you remember a time when some of the property of Prism Advanced Technologies was stored at a facility run by an outfit called PeopleMovers Storage?

A. Yes.

Q. Okay. What do you remember about that?

A. Can you do me a favor and tie that in, in terms of relevance?

Q. Yes.

A. I mean, I don't mean to be a cog in the wheel. I just want to know --

Q. The relationship may have produced other creditors that you haven't thought of that we might be able to get to join in the petition.

A. Okay.

Q. I'm looking for other creditors and so I'd like you to tell me what you remember about the furniture of Prism Advanced Technologies having been stored in the PeopleMovers Storage lockers facility.

A. Nothing that would involve any creditors, I mean, of Prism -- I mean, of me. I know that we had -- and this is going to be a long answer, but we had an incident at the office of Prism involving your client, which necessitated that I take and move, placing certain computer equipment into storage for safekeeping. In addition at this same time, the company's offices were up for sale and so there was a lot of unneeded equipment. When I say equipment, that's a pretty generic term that might be office equipment and furniture and things like that, that were moved into storage as well.

Q. All right. So in your capacity as an officer of Prism Advanced Technologies, you wanted to safeguard this property, and you moved it to this storage facility for that purpose?

A. That's right. That was the primary purpose.

Q. Okay.

A. And while I was doing it, unnecessary equipment was moved to the storage.

Q. I'm sorry. I didn't hear your last --

A. While I was doing that, there was equipment that was unnecessary to be used or whatever, furniture and things like that, that because of the fact that the property was up for sale and that there were people, interested buyers looking at the property, there was sort of a cleanup effort to move some of this other stuff into storage.

Q. But you made the decision to move the items into that facility?

A. That's right.

Q. Do you recall that somehow Madeleine Lopez was involved in the leasing of that facility?

A. She -- I had major concerns because there was criminal activity and evidence of criminal activity by your client at the offices of Prism. And based on advice of counsel, I decided to -- what's the correct word -- sequester certain equipment that could potentially have criminal evidence on it into a third party storage facility. Now, how Madeleine got involved in that was I asked her to put her name on it as well as mine, and the idea of that was that your client was attempting to gain access to this equipment.

Q. Okay.

A. And that was a security measure that was put in place at the time.

Q. All right. So the whole shift, the whole move of items into the PeopleMovers Storage facility, your testimony is it was either to preserve evidence, preserve corporate property, or as part of a cleanup effort?

A. Cleanup and storage because we had the imminent situation of finding a buyer of the property.

Q. So those were the three reasons that you moved items into the storage facility?

A. Yes.

Q. I'm still fuzzy on why Madeleine's name was on there.

A. Well, let me explain something to you. Are you part of a corporation?

Q. My law firm is a corporation, yes.

A. Do you have shareholders in that corporation?

Q. Obviously.

A. Do you have a high-ranking shareholder in your facility that would normally with an officer's title be able to gain access to things on behalf of your corporation?

Q. You're asking me to assume that as a hypothetical?

A. Yeah.

Q. And I'm assuming that --

A. Well, I'm asking you this just so you can play along with me, and I can illustrate the point to you if you'll just play along with me.

Q. Well, are you saying that you had an

analogous situation --

A. It's an analogous situation.

Q. -- and you felt it necessary?

A. Yes.

Q. But here's the part that I'm not clear on.

A. Yes.

Q. Why Madeleine? Why is she involved?

A. Well, let's put it this way: If, for example, that in this hypothetical situation if you put it in your name alone or if you put it in your corporation's name, then somebody else would be able to -- this other party, let's say someone was involved in criminal activity in your corporation, and they were a high-ranking officer, would be able to gain access to that criminal evidence. Correct? That's why.

Q. I don't know. But I'm trying to understand your testimony, and here's what I'm understanding so you correct me if I'm wrong. Your purpose in involving Madeleine in the storage of these items was to insure that Mr. Stanly couldn't have access to them?

A. It was for security reasons to insure -- if I put it under Prism's name, Prism Advanced Technologies' name, then Mr. Stanly would have access to it. At the time, your client had a temporary restraining order against him, a workplace violence restraining order against him. At the time, he had attempted to break in to Prism's office buildings to retrieve this evidence. I felt it was a necessary thing to do, and I ordered it done.

Q. And you used the term "sequestered" earlier?

A. Yes.

Q. Which is probably an appropriate term because if I understand your testimony, your objective was to preserve the state of whatever was being moved in there?

A. Absolutely. Understand for a minute that you're engaged with a corporation, and let's say that you have a computer that has potentially criminal evidence on it and that computer may be accessed by other company personnel, outside vendors or customers. And let's just say that as a lawyer, you would recognize that there's potential liability from that. Right? That would be the main consideration in terms of using the word "sequestered."

Q. Okay. Now, you tell me if I'm wrong because I don't want to put words in your mouth. But basically are you saying that what you were trying to do is to preserve intact the chain of evidence so that it would be usable at a later time if needed?

A. Preserve intact for later inspection by law enforcement, as well as prevent access by innocent personnel, whether they be internal to the company, whether they be external customers, etc., that could expose the corporation to liability.

Q. The part I'm having trouble understanding, so help me out, why would you choose your wife as the custodian for such sensitive information as opposed to a truly independent custodian --

A. Well --

Q. -- such as an accounting firm?

A. Well, it's a convenience thing. It's also something that needs to be done right away. It's also -- imagine if you have a situation and you tried to approach your accountant to do it. Do you think your accountant would say, oh, gee, sure, I'll sign on this account? No. So that was it. It was a quick decision. It was a necessity type of thing and it had a sense of urgency to it.

Q. Okay. Once the decision was made and the sense of urgency had passed, did you consider putting it in the hands of a professional security company, for example, or something to get your wife out of the loop?

A. It would have been too expensive. My wife really was out of the loop. She signed for it and that's -- she signed for it with my name, but she had no involvement in it. She was out of the loop. A professional security firm would have charged an arm and a leg.

Q. How do you know that?

A. Because I know. When you're talking about dealing with a third party, you're asking them to assume some liability for the stuff that's in there. You're also asking them to make a pretty quick determination that they're justified in doing what they're doing, all right, before a third party's going to enter an agreement to put this stuff under their name. So I don't think those were anything -- anything could be done in an expedited manner.

Q. And you felt time was of the essence?

A. Absolutely.

Q. And there never came a time after the period of urgency where you considered some different approach to sort of take yourself and your wife out of the stream of evidence?

A. No, because, you know, this whole thing happened -- went down in April, I believe, of '03.

And by April, there was a receiver appointed to the corporation, Richard Kipperman, who had full knowledge of the items that were in storage. And he was a third party, okay. In addition -- so I mean that really -- that really sort of was a third party that was appointed and was appointed by a stipulation of the court so there was no need.

Q. When was he appointed again?

A. April of '03, so we're talking about a month here.

Q. So by April of '03, we've got Mr. Kipperman on board. He's the court-appointed receiver. He's also a well-known and respected member of the Chapter 7 Trustee panel?

A. That, I couldn't vouch for.

Q. Okay. You weren't aware of that?

A. I know he was a receiver and he was appointed.

Q. Did you ever meet him?

A. Yeah, of course.

Q. When you met him, he didn't tell you he was a Chapter 7 trustee?

A. I don't recall that he did. I know that I found out later that he was, but I don't know how that's in any way important here.

Q. Okay. Well, you knew from the get-go that he was an independent person appointed by the Superior Court, correct?

A. Absolutely.

Q. All right. And you knew that in April of '03?

A. Yes.

Q. So did there come a time -- let me back up. Did you ever disclose to Mr. Kipperman, listen, we've got this sensitive information?

A. Oh, absolutely.

Q. Okay. Did you ever offer him access to the storage facility?

A. Oh, yes.

Q. When?

A. As soon as he asked for it.

Q. When was that?

A. It would have been April or May, I believe. It's going to be the April, May, June, time frame of 2003.

Q. Okay. What was his response?

A. He said he wanted to do an inventory, and he wanted to set it up so that one of his assistants in his office could do the inventory. And I coordinated that with him and it was done.

Q. When was the inventory done?

A. That, I don't know. I know it was in the April, May, June of '03 time frame.

Q. So now --

A. I thought it was in late April or May, but I'm not certain.

Q. Okay. Did there ever come a time when you transferred to Mr. Kipperman the responsibility for that storage facility?

A. Well, Mr. Kipperman asked me to send all communications or bills from the storage facility to him.

Q. Okay.

A. He was going to take care of it.

Q. And the storage facility bills, if I understand your testimony correctly, would have come addressed to you and Madeleine?

A. They came, and I don't remember. I believe they were made out -- I think it says Lopez, or Lopez-Magill or something like that. And I know that we actually paid -- my wife actually paid a couple of bills -- or I did. And then those bills were forwarded on to Kipperman.

Q. Do you know whether or not any of those bills were outstanding and unpaid as of June of 2005?

A. Did I have knowledge as of June 2005 as to that effect? No. Do I have knowledge that possibly some of those bills weren't paid? Yes. I mean, your client has sued my wife over unpaid bills so I mean, you know -- I don't know. What I know is that we paid out of personal funds for at least a couple of bills of storage and then we forwarded those bills on to Mr. Kipperman. And what he did after that, I don't know.

Q. So you know that you and/or your wife paid a couple of the storage bills, and you know that there were bills in addition to those that you paid, correct?

A. Right.

Q. But you have no knowledge as to whether those additional bills had been paid or not?

A. No. I don't have any direct knowledge whether or not they were paid after that.

Q. Okay. Has anything come to your attention since June of 2005 that would cause you to believe that you have creditors -- you had creditors as of that date, other than those that you've identified on Exhibit 17?

A. That's a good question. Well, I explained to you the Tom Gorrill thing. That came -- that would fit into that answer, where there was a disagreement over whether or not he should be paid for something he did without my authorization, and we settled on it. And we didn't settle that until after June 30, '05. I know that there was a credit card, and I'm unclear whether or not it was in my name or my wife's name, but that would have been a Bank of America credit card. And I did contact them at one time, and they said it wasn't my debt.

Q. Okay. Any others that come to mind?

A. No, not offhand.

MR. KEEHN: Okay. I think I've finished, and I don't think we're going to offer any stipulations. We'll just handle it per rule.

(WHEREUPON, the deposition was ended.)

CERTIFICATE OF OATH

STATE OF FLORIDA
COUNTY OF OKALOOSA

I, the undersigned authority, certify that **FRANCIS J. LOPEZ** personally appeared before me and was duly sworn.

I also certify that the reading and signing of this deposition is WAIVED.

WITNESS my hand and official seal this 27th day of April, 2006.

TRACY A. LEFEBVRE

Notary Public, State of Florida
My commission expires 1-08-07

TRACY A. LEFEBVRE
Notary Public - State of Florida
Commission Expires Jan. 8, 2007
Commission # DD 178214

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA
COUNTY OF OKALOOSA

I, Tracy A. Lefebvre, Freelance Court Reporter, certify that I was authorized to and did stenographically report the foregoing deposition; and that the transcript is a true record of the testimony given by the witness.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

____
TRACY A. LEFEBVRE
Freelance Court Reporter

L. Scott Keehn, SBN 61691
Leslie F. Keehn, SBN 199153
KEEHN & ASSOCIATES
A Professional Corporation
402 West Broadway, Suite 1210
San Diego, California 92101
Telephone: (619) 400-2200

Attorneys for **Appellee**

UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In Re:	Case No. 05-05926-PB7
FRANCIS J. LOPEZ, Debtor.	APPEAL NO. 2
FRANCIS J. LOPEZ, Appellant,	**APPELLEE'S SUPPLEMENTAL RECORD ON APPEAL**
v.	**[VOLUME 5 OF 9]**
ALAN STANLY, Appellee.	Judge: The Honorable Peter W. Bowie Ctrm: 4

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KEEHN & ASSOCIATES, APC
ATTORNEYS AND COUNSELORS AT LAW
402 WEST BROADWAY, SUITE 1210
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 400-2200 · FACSIMILE (619) 400-2201

DOCKET NUMBER 59

EXHIBIT C

Collard, Kathy 540-989-2279

From:	Norris, Kathi
Sent:	Tuesday, December 13, 2005 12:44 PM
To:	~~Sisson, Linda~~
Subject:	Lawsuit - Info Needed
Importance:	High

Hi Linda,

We have a case where dec pages and policy screen prints are needed.

961074177

1. The attorneys will need all dec pages that were generated to the customer since the new business inception date (nb, endorsement & renewals).

2. In addition, they will need a copy of all of the Client File screens.

The subpoena has been routed around and I just received it. Due to the short timeframe on this request, would you be able to overnight the documents directly to the attorney at the following address?

Robbins & Keehn
530 B Street #2400
San Diego, CA 92121
Attn: Sarah Lanhan
619-232-1700

I appreciate your help on this! Please call me if there is a problem. Thanks.

Kathi Norris
Florida Product Management
Phone - (727) 572-6584
Fax (727) 573-6807

Homeowners Insurance Bill
Policy Number: 9 61 074177 07/16
54 BEAL PKWY NW FT WALTON BCH FL 32548

Allstate Floridian Indemnity Company

AURORA LOAN SERVICES INC ITS SUCCESSORS &/OR ASSIGNS
P O BOX 91410
VAN NUYS CA 91410

Due Date	To Pay In Full	Minimum Amount Due	Amount Enclosed
November 21, 2004	$ 1504.77	$ 1504.77	$

/08507000970000009610741770716101504778000000000150477B/

Detach along perforation. Return above portion with your payment in the enclosed envelope. Please make check or money order payable to ALLSTATE FLORIDIAN INDEMNITY COMPANY.

Homeowners Insurance Bill

Policy Number: 9 61 074177 07/16
Premium Period: 7/16/04 To 7/16/05 (12:01 A.M. Standard Time)

Allstate Floridian Indemnity Company

Due Date	To Pay In Full	Minimum Amount Due
November 21, 2004	$ 1504.77	$ 1504.77

Policy Issued To

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
DESTIN FL 32541-3429

Loan Number: 0019275023

Policy Number	Description	Agent And Telephone Number
9 61 074177 07/16	310 SAND MYRTLE TRAIL	PETRESKY INS AGY IN (850) 243-6303

Payment Option

This is your last bill for your current policy period.

- Please pay $ 1504.77.
- You will receive no more bills until your policy renews or you make a change in coverage resulting in additional premiums.
- Thank you for letting us serve your insurance needs.

PAGE 12/19 * RCVD AT 12/14/2005 1:01:49 PM [Central Standard Time] * SVR:A0001-XFX0100-S/29 * DNIS:85675 * CSID:9723835960 * DURATION (mm-ss):04-50

RECEIVED TIME DEC. 15. 9:44AM

085 07D 009
1101

Please make sure the following address appears in the return envelope window.

Mail to:

ALLSTATE FLORIDIAN INDEMNITY COMPANY
PO BOX 660649
DALLAS TX 75266-0649

Transaction History (From 9/25/04 To 11/1/04)		
9/25/04	Previous Balance	$ 1,907.50 +
9/27/04	Payment Received - Thank You	$ 191.75 -
9/27/04	Installment Fee Charge	$ 1.00 +
10/28/04	Payment Received - Thank You	$ 211.98 -
11/1/04	Balance (To Pay In Full)	$ 1,504.77

Important Information

We appreciate that many people in your area are currently experiencing difficult circumstances as a result of the impact of Hurricane Frances. Therefore, at this time, we are not requiring you to pay the **Minimum Amount Due** by the **Due Date** reflected on this bill nor will we take any action to cancel this policy if you are unable to pay the premium by that date. We will send you a bill at a later date, which includes this amount. If you have any questions, please contact your agent, broker, or producer of record.

If you have any questions, please contact your agent.

Allstate 011

Allstate Floridian Indemnity Company

Homeowners Insurance Bill

DUE DATE: January 21, 2005 TO PAY IN FULL: [illegible] MINIMUM AMOUNT DUE: $1,504.77

To allow time for mail and processing, please send your payment no later than January 16, 2005.

Your Policy Number: 961 074 177

Your Agency:	PETRESKY INS AGY IN (850) 243-5303
Policy Issued To:	FRANCIS & MADELINE LOPEZ 310 SAND MYRTLE TRAIL DESTIN FL 32541-3429
Policy Period:	July 16, 2004 to July 16, 2005
Description:	310 SAND MYRTLE TRAIL

Ways To Pay/ Billing Inquiries:

- You may send us a check or money order (allow time for mail processing); OR
- You may call our automated service at 1-800-001-1732 or visit the Customer Care Center at Allstate.com to:
  - pay using your checking account information;
  - pay using your debit or credit card.

  We are available 24 hours a day, 7 days a week and accept VISA®, MasterCard®, Discover®, and American Express®.
- You may also pay at an agent's office.
- For ease and convenience, we invite you to contact your agent or visit allstate.com to find out more about the Allstate Floridian Indemnity Easy Pay Plan that allows automatic deductions from your checking or savings account.

This statement as of January 1, 2005

(page 1 of 2)

- Please DO NOT include or write policy change requests on your payment notice. Contact your insurance representative.
- Please make check or money order payable to ALLSTATE FLORIDIAN INDEMNITY COMPANY and include your policy number.
- Detach here along perforation. Return below payment notice with your payment in the enclosed envelope.

Your Policy Number: 961 074 177 07/16
Allstate Floridian Indemnity Company
54 BEAL PKWY NW FT WALTON BCH FL 32548

DUE DATE:	TO PAY IN FULL:	MINIMUM AMOUNT DUE:
January 21, 2005	$ 1,504.77	$ 1,504.77
	Amount Enclosed:	$.

41009503

Return Payment to:

AURORA LOAN SERVICES INC ITS SUCCESSORS &/OR ASSIGNS
P O BOX 91410
VAN NUYS CA 91410

ALLSTATE FLORIDIAN INDEMNITY COMPANY
P.O.BOX 650262
DALLAS TX 75265-0262

/0850700097000000961074177071610150477800000000001504778/

Allstate 012

(page 2 of 2)

Allstate Floridian
Indemnity Company

About Your Account

What You Should Know: The Minimum Amount Due includes a Past Due Amount of $ 1504.77.
If you have any questions, please contact your agent.

A History of Your Account:

11/1/04	Previous Balance	$ 1,504.77 +
1/1/05	Balance (To Pay In Full)	$ 1,504.77

Your Payment Options:

This is your last bill for your current policy period.

- Please Pay $1504.77
- You will not be sent a bill until your policy renews or you make a change in coverage resulting in additional premiums
- You can avoid paying installment fees if you pay the full premium amount.

Agent: PETRESKY INS AGY IN
085 070 006

Homeowners Insurance Bill

Notice: Please do not include or write policy change requests on your payment notice. Contact your insurance representative directly.

0501050502465A
000000024105011105024654100100100101131

Allstate 013

Allstate Floridian Indemnity Company

Homeowners Policy Cancellation Notice
for Non-Payment of Premium

March 21, 2005 at 12:01 A.M. [illegible] $1,804.77 [illegible] $1,504.77 [illegible]

Important Information About Your Insurance
If you want your insurance coverage to continue and do not want it to cancel, please make sure we receive the **Minimum Amount Due** by the end of the day (midnight) on March 20, 2005 **or your policy will cancel at 12:01 a.m. Standard Time on March 21, 2005.**

We value your business and want to make sure your policy continues to protect you.

However, if you wish your coverage to stop before the Cancel Date and Time, you should contact your agent or producer of record immediately, as any unpaid premium amounts may be referred to collections.

Please read the other important information contained within this Notice.

This statement as of March 4, 2005.

Your Policy Number: 961 074 177

Policy Issued To:	FRANCIS & MADELINE LOPEZ 310 SAND MYRTLE TRAIL DESTIN FL 32541-3429
Description:	310 SAND MYRTLE TRAIL
Your Agency:	PETRESKY INS AGY IN (850) 243-5303

(OVER) (page 1 of 2)

- Please DO NOT include or write policy change requests on your payment notice. Contact your insurance representative.
- Please make check or money order payable to ALLSTATE FLORIDIAN INDEMNITY COMPANY and include your policy number.
- Detach here along perforation. Return below payment notice with your payment in the enclosed envelope.

Your Policy Number: 961 074 177 07/16
Allstate Floridian Indemnity Company
PO BOX 40047 ROANOKE VA 24022-0047

41017601

CANCEL DATE AND TIME: March 21, 2005 12:01 A.M.	
TO PAY IN FULL:	MINIMUM AMOUNT DUE:
$ 1,804.77	$ 1,504.77

Amount Enclosed:

Return Payment to:

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
DESTIN FL 32541-3429

ALLSTATE FLORIDIAN INDEMNITY COMPANY
P.O.BOX 650262
DALLAS TX 75265-0262

/0850700097000000961074177071610150477800000000001504778/

Allstate 014

Allstate Floridian
Indemnity Company

Homeowners Insurance
Reinstatement Notice

Your Policy Number: 961 074 177

Your Agency:	PETRESKY INS AGY IN (850) 243-5303
Policy Issued To:	FRANCIS & MADELINE LOPEZ 310 SAND MYRTLE TRAIL DESTIN FL 32541-3429
Description:	310 SAND MYRTLE TRAIL

What You Should Know:

We are pleased to inform you that your insurance coverage was continued in force without interruption.
A payment was credited to your policy in the amount of $ 1504.77.
If you have any questions about this reinstatement notice, please contact your agent.

This statement as of March 16, 2005.

A Copy of This Notice Was Sent To:

AURORA LOAN SERVICES INC 178
SUCCESSORS
&/OR ASSIGNS
P O BOX 10422
VAN NUYS CA 91410-0422

54 BEAL PKWY NW FT WALTON BCH FL 32548

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
DESTIN FL 32541-3429

Allstate 018

EXHIBIT D

AMERICAN EXPRESS

Cards
American Express Cards
777 American Expressway
Ft. Lauderdale, FL 33337

October 19, 2005

L. Scott Keehn
L. Scott Keehn
530 B Street Suite 2400
San Diego, CA 92101

RE: Francis J. Lopez
Our File No: 05285GIM3263415

Dear Sir / Madam:

Please be advised that American Express Travel Related Services, Company, Inc. / American Express Centurion Bank is unable to comply with the above referenced subpoena request for the following reason(s):

- American Express Travel Related Services Company, Inc. does not have records responsive to the subpoena request

If we can be of further assistance please do not hesitate to contact us.

Sincerely,

Linda Y Salas, Subpoena Correspondent
Assistant to the Custodian of Records
(954) 503-7001 ext. 65943
INSFLTR

United States Bankruptcy Court
Southern District of Florida
www.flsb.uscourts.gov

In re FRANCIS J. LOPEZ,
Alleged Debtor

SUBPOENA IN BANKRUPTCY PROCEEDING

Case No.[1] 05-05926-PB7
United States Bankruptcy Court for the Southern District of California

Chapter 7

To: AMERICAN EXPRESS,
AGENT FOR SERVICE OF PROCESS

777 American Express Way
Plantation, FL 33337

[ ] YOU ARE COMMANDED to appear in the United States Bankruptcy Court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
N/A	N/A
	DATE AND TIME: N/A

[ ] YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
N/A	N/A

[X] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE EXHIBIT "A"

PLACE	DATE AND TIME
Copy Scan, 33 N.E. 2nd St., Suite 300, Ft. Lauderdale, FL 33301	November 1, 2005 10:00 A.M.

[ ] YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
N/A	N/A

Any organization not a party to this proceeding that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify, Fed. R. Civ. P. 30(b)(6) made applicable in proceedings by Bankruptcy Rule 7030. See Bankruptcy Rules 1018 and 9014.

ISSUING OFFICER SIGNATURE	TITLE
L. Scott Keehn (signature)	Attorneys for Petitioning Creditor
ISSUING OFFICER'S NAME (PRINT): L. Scott Keehn, Esq.	PHONE: 619-232-1700
ADDRESS: 530 B Street, Suite 2400, San Diego, CA 92101	DATE: October 3, 2005

RECEIVED
OCT 0 4 2005
BY:

[1] If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, indicate the district under the case number.

LF-83 (12/01/02)

EXHIBIT "A" TO SUBPOENA
IN CASE UNDER THE BANKRUPTCY CODE

1. **DEFINITIONS:** As used herein, unless specifically indicated otherwise, the following terms shall have the indicated meanings:

A. The terms "YOU" and "YOUR" mean **American Express**, its agents, representatives, attorneys, investigators, consultants, insurers or anyone acting on behalf of **American Express**, who are in possession of, or may have obtained information for, by or on behalf of **Francis J. Lopez**.

B. The term "PERSON" means and includes natural PERSONS any business entity, whether a corporation, partnership, association, firm, joint venture or other, any governmental or public entity, and any other legal entity.

C. The term "DOCUMENT"means and includes any kind of written, typewritten, printed or recorded material or computer files, DOCUMENTS or records whatsoever, regardless of the source or author thereof, including, without limitation, any writing, filed for reporting or other purposes with the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence, telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports, analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets, logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts, diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited financial STATEMENTS, unaudited financial STATEMENTS, financial ledgers, stock ledgers for all forms and types of securities, minutes of directors, shareholder or committee meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices, charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists, deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates, permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies, extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28 U.S.C.A.

D. The terms "COMMUNICATION" or "COMMUNICATIONS" means any type of oral, written or visual contact between two or more PERSONS in which information, facts or opinions were exchanged, imparted or received.

E. The term "STATEMENT" means any oral, written, stenographic or recorded declaration of any kind or description.

F. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

/////

G. The terms "REFER TO" or "RELATE TO" as used herein shall mean supports, describes, alludes to, comments on, discusses, shows, discloses, explains, mentions, analyzes, indicates, regards, respects, affects, concerns, touches on, pertains to, compares, balances, links, suggests, constitutes, comprises, evidences, sets forth, summarizes or characterizes, either directly or indirectly, in whole or in part.

H. The singular shall be interchangeable with the plural, the masculine, feminine, and neuter shall be interchangeable, and the terms "and" and "or" shall be both conjunctive and disjunctive.

2. It is not intended that this request for DOCUMENTS require the disclosure of any DOCUMENTS which YOU claim are protected against disclosure as "work product" or "privileged," although plaintiff reserves the right to move for disclosure. For any DOCUMENT withheld on such grounds, please provided a written response with the following information:

A. A description of the DOCUMENTS sufficiently particular to identify it and to enable YOU to identify, disclose or produce it in response to an order of the above-entitled court;

B. The nature of the protection claimed;

C. A list of all PERSONS who participated in the preparation of the DOCUMENT;

D. A list of all PERSONS to whom the DOCUMENT was circulated, or its contents communicated.

DOCUMENTS TO BE PRODUCED

1. Copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control, which REFER or RELATE in any way to YOUR Acct. No. 378349802283007.

2. Copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control, which REFER or RELATE in any way to YOUR account of **Francis J. Lopez**.

3. To the extent they are different from those previously requested, copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control which REFER or RELATE to **Francis J. Lopez**.

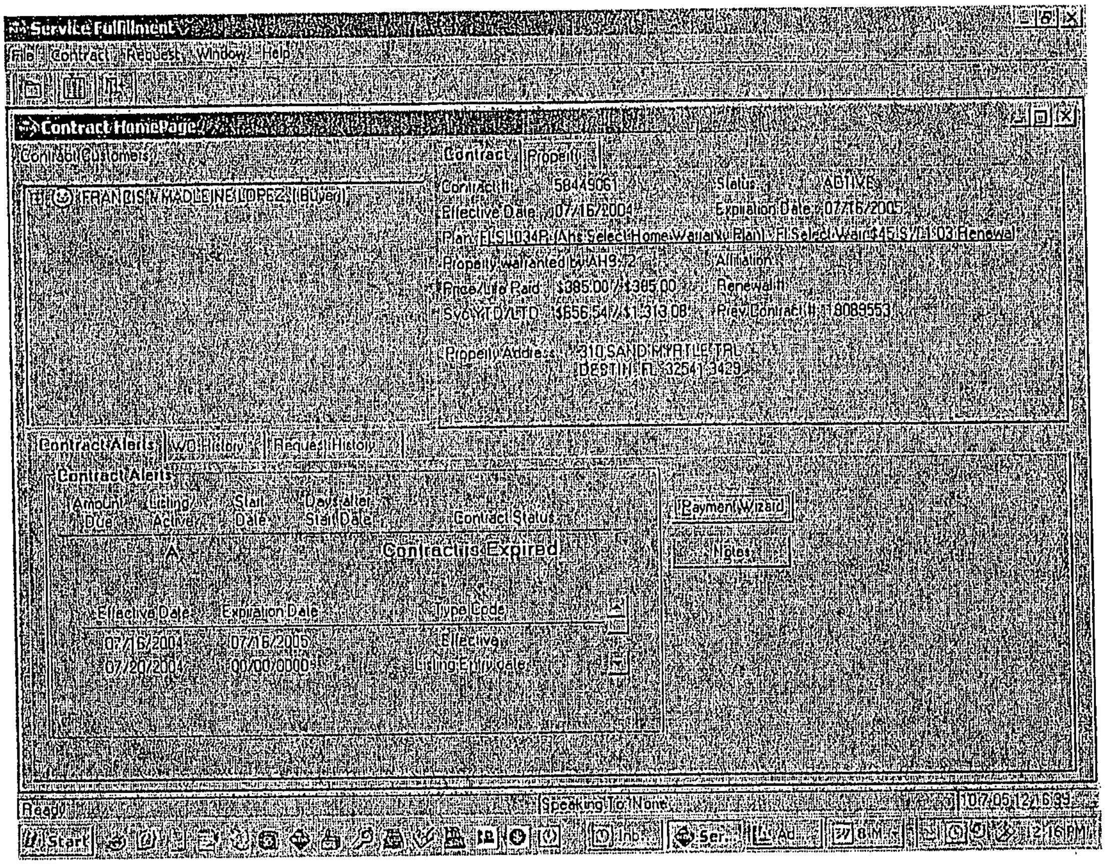
4. Copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control, which REFER or RELATE in any way to records of charges and payments made by **Francis J. Lopez**.

EXHIBIT E

American Home Shield
P.O. Box 727
Carroll, IA 51401-0727

INVOICE

October 19, 2005	Production of documents for Subpoena on contract 310 Sand Myrtle Trail, Destin, FL	$35.00
	TOTAL AMOUNT OF INVOICE	$35.00


Service Fulfillment
File Contract Request Window Help
Contract HomePage
Contract Customers
FRANCIS N MADLEINE LOPEZ (Buyer)
Contract Property
Contract #: 58449061
Status: ACTIVE
Effective Date: 07/16/2004
Expiration Date: 07/16/2005
Property warranted by AHS: 2
Affiliation:
Price/Life Paid: $385.00 / $385.00
Renewal #:
Svc YTD/LTD: $656.54 / $1,313.08
Prev Contract #: 18089553
Property Address: 310 SAND MYRTLE TRL
DESTIN FL 32541-3429
Contract Alerts
WO History
Request History
Amount Due
Listing Active
Start Date
Days after Start Date
Contract Status
Contract is Expired
Payment Wizard
Notes
Effective Date
Expiration Date
Type Code
07/16/2004
07/16/2005
Effective
07/20/2004
00/00/0000
Listing Entry date
Ready
Speaking To: None
Start

AHS 0002

Caller Request

COPY

Request ID:	240748081	**Contract ID:**	58449061
Request Type:	Legal	**Amount:**	$0.00
Date Of Request:	10/07/2005	**Reason:**	

Request Description: rec'd subpoena for ducoments from atty L. Scott Keehn...sah/legl

Send To Address: PO BOX 219
DESTIN, FL 32540-0219

Work Order:

Line Item:

Dispatch ID:

EXHIBIT F

FRANCIS J LOPEZ

Bank of America

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

New Balance **$2,188.63**

Total Credit Line	$2,200.00	Available Credit	$11.37
Cash Limit	$1,100.00	Available Cash	$11.00
Overlimit Amount	$0.00	Billing Date	05/13/05
Minimum Payment Due	$54.00	Payment Due Date	06/07/05

24-Hour Customer Service 1.800.732.9194 Pay online! Visit
For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
May 07	May 06	12681100000000335347208	PAY BY PHONE PAYMENT	CR $50.00
May 07	May 06	12681100000000335347208	PAY BY PHONE FEE	$10.00
May 12	May 11	24692165131000783254448	YAH*YAHOO SM BUS/MAIL 408-349-5151 CA	$11.95
May 12	May 11	24692165131000783254455	YAH*YAHOO SM BUS/MAIL 408-349-5151 CA	$16.90
May 13	May 13		PERIODIC FINANCE CHARGE	$48.01

Account Summary

Previous Balance		$2,151.77
Purchases	+	$28.85
Cash Advances	+	$0.00
Other Debits	+	$10.00
Credits	-	$0.00
FINANCE CHARGE	+	$48.01
Payments	-	$50.00
New Balance	=	$2,188.63

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	26.960%	0.07386%v D	$2,105.54	$46.65 P
Cash	26.960%	0.07386%v D	$61.62	$1.36 P

ANNUAL PERCENTAGE RATE 26.960% v=Variable

Customer Corner

IMPORTANT NOTICE. An **Important Summary of Changes to Your Account** can be found within this statement. Please read the information carefully and retain it for your records.

Your account is currently subject to the Penalty Rate. Once the minimum number of consecutive payments are made and you do not exceed your Credit Limit during that time, the Purchase, Cash Advance and/or Balance Transfer APRs will revert to the terms of the Additional Disclosure as modified by the **Important Summary of Changes to Your Account** within this statement.

Bank of America

0005000 0005400 0218863 4050860512429141

BANK OF AMERICA
PO BOX 650260
DALLAS TX 75265-0260

Payment Coupon

Account Number	4050 8605 1242 9141
Payment Due Date	06/07/05
Total Minimum Payment Due	$54.00

New Balance: $2,188.63

FRANCIS J LOPEZ
PO BOX 219
DESTIN, FL 32540-0219

Amount Enclosed

$

Make check or money order payable to Bank of America.

1

This is an electronic reproduction of your statement and includes account information only

FRANCIS J LOPEZ

Bank of America

Customer Corner

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

New Balance	$2,386.50	Past Due Amount	$53.00
Total Credit Line	$2,200.00	Available Credit	$0.00
Cash Limit	$1,100.00	Available Cash	$0.00
Overlimit Amount	$151.50	Billing Date	07/13/05
Minimum Payment Due	$292.50	Payment Due Date	08/07/05

24-Hour Customer Service 1.800.732.9194 Pay online! Visit

For Lost or Stolen Cards 1.800.848.6090 www.bankofamerica.com

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Jun 28	Jun 26	17785600020335600411399	PAYMENT - THANK YOU	CR $54.00
Jul 09	Jul 09		LATE PAYMENT FEE	$39.00
Jul 13	Jul 13		OVERLIMIT FEE ASSESSED FOR JUL 13, 2005	$35.00
Jul 13	Jul 13		PERIODIC FINANCE CHARGE	$56.98

Account Summary

Previous Balance		$2,309.52
Purchases	+	$0.00
Cash Advances	+	$0.00
Other Debits	+	$74.00
Credits	-	$0.00
FINANCE CHARGE	+	$56.98
Payments	-	$54.00
New Balance	=	$2,386.50
Past Due Amount	=	$53.00

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	29.990%	0.08217%v D	$2,247.60	$55.41 P
Cash	29.990%	0.08217%v D	$63.53	$1.57 P

ANNUAL PERCENTAGE RATE 29.990% v=Variable

Your account is 1 payment past due in the amount of $53.00. Please mail your payment today.

Bank of America

0005400 0029250 0238650 4050860512429141

BANK OF AMERICA
PO BOX 650260
DALLAS TX 75265-0260

Payment Coupon

Account Number	4050 8605 1242 9141
Payment Due Date	08/07/05
Total Minimum Payment Due	$292.50

New Balance: $2,386.50

FRANCIS J LOPEZ
PO BOX 219
DESTIN, FL 32540-0219

Amount Enclosed

$

Make check or money order payable to Bank of America.

2

This is an electronic reproduction of your statement and includes account information only.

FRANCIS J LOPEZ

Bank of America

Customer Corner

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

New Balance $2,229.54

Total Credit Line	$2,200.00	Available Credit	$0.00
Cash Limit	$1,100.00	Available Cash	$0.00
Overlimit Amount	$0.00	Billing Date	08/13/05
Minimum Payment Due	$84.54	Payment Due Date	09/07/05

24-Hour Customer Service 1.800.732.9194
For Lost or Stolen Cards 1.800.848.6090
Pay online! Visit www.bankofamerica.com

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Aug 08	Aug 08		LATE PAYMENT FEE	$39.00
Aug 11	Aug 11	22384700000847000222031	BA ELECTRONIC PAYMENT	CR $292.50
Aug 13	Aug 13		OVERLIMIT FEE ASSESSED FOR AUG 08, 2005	$35.00
Aug 13	Aug 13		PERIODIC FINANCE CHARGE	$61.54

Account Summary

Previous Balance		$2,386.50
Purchases	+	$0.00
Cash Advances	+	$0.00
Other Debits	+	$74.00
Credits	-	$0.00
FINANCE CHARGE	+	$61.54
Payments	-	$292.50
New Balance	=	$2,229.54

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	30.240%	0.08285%v D	$2,330.90	$59.87 P
Cash	30.240%	0.08285%v D	$64.73	$1.67 P

ANNUAL PERCENTAGE RATE 30.240% v=Variable

Bank of America

0029250 0008454 0222954 4050860512429141

BANK OF AMERICA
PO BOX 650260
DALLAS TX 75265-0260

Payment Coupon

Account Number	4050 8605 1242 9141
Payment Due Date	09/07/05
Total Minimum Payment Due	$84.54

New Balance: $2,229.54

FRANCIS J LOPEZ
PO BOX 219
DESTIN, FL 32540-0219

Amount Enclosed

$.

Make check or money order payable to Bank of America.

3

This is an electronic reproduction of your statement and includes account information only.

Bank of America

Consumer Credit Card Division
Records and Retrievals – AZ9-503-02-10
1825 East Buckeye Rd.
Phoenix, AZ 85034

DECLARATION OF CUSTODIAN OF RECORDS

I, Tammika Callier declare that I am a designated duly authorized Custodian of Records for documents and/or information produced by Bank of America, N.A. (USA). The Bank reserves its right to designate another Custodian, as it deems appropriate in the event an actual appearance is required concerning the records or information produced herein. I verify that the records produced herewith were:

A) Made at or near the time of the occurrence, condition or event of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;

B) Kept in the course of regularly conducted activity; and

C) Made by the regularly conducted activity as a regular practice, by the personnel of the business.

The enclosed records are true copies of Bank records as described in the subpoena or other legal order.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 24TH Day of January, 2006, in the City of Phoenix, State of Arizona.

Legal Order Processing Representative (602) 597-5635
File No. 80-11Jan06

4

EXHIBIT G

Citibank (South Dakota), N.A.
Office of the General Counsel

701 East 60th Street, North
P.O. Box 6034
Sioux Falls, SD 57117-6034

Tel: 605-331-1567
Fax: 605-330-6745

January 23, 2006

L. Scott Keehn, Esq.
Robbins & Keehn, APC
530 "B" Street, Suite 2400
San Diego, CA 92101

Re: Francis J. Lopez Case: 05-5926-PB7

Dear Sir or Madam:

In response to your Subpoena requiring Citibank (South Dakota), N.A. to furnish information pertaining to the above individual, enclosed are the available statement copies on Mr. Lopez' Citibank accounts. Due to the age of the accounts, no credit application copies are available.

We understand that by providing you with this information, we have complied with the terms of the Subpoena.

Sincerely,

B. Fenton

Beverly Fenton
Subpoena Compliance Unit
(605) 331-7426

Enclosures

A member of citigroup

05/13/05	$32894.57	$884.57	SITE:SD-CI	TM:LG-8200	ACID:SDCR104
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		01/11/06	21:31:14:

CITI CARDS
P.O. BOX 6414
THE LAKES, NV
88901-6414

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL
32540-0219000

Citi® AAdvantage® Card

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number
5424 1803 0666 5024

Customer Service:
1-800-388-2200
BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$32700	$0	$16700	$0	$32894.57

Statement/ Closing Date	Amount Over Credit Line		Past Due		Purch/Adv Minimum Due		Minimum Amount Due
04/20/2005	$194.57	+	$0.00	+	$690.00	=	$884.57

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	4/18	97639089	PAYMENT THANK YOU 70 0000 0000	-379.00
	4/19		PARTIAL DEFERMENT TRANSACTION 70 0000 0000	-320.00
			Standard Purch	
4/19	4/19		PARTIAL DEFERMENT TRANSACTION 61 0000	320.00

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$33,273.57	$320.00	$699.00	$0.00	$32,894.57
ADVANCES	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$33,273.57	$320.00	$699.00	$0.00	$32,894.57

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$0.00	0.05477%(D)	19.990%	19.990%
Purch/Adv thru 03/22/2005	$0.00	0.08148%(D)	29.740%	29.740%
ADVANCES				
Standard Adv	$0.00	0.05477%(D)	19.990%	19.990%

2

SEND PAYMENTS TO:
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION

760

06/13/05 $32515.57 $682.00 SITE:SD-CI TM:LG-8200 ACID:SDCR104
PMT DUE DATE NEW BALANCE MIN AMT DUE 01/11/06 21:31:14:

CITI CARDS
P.O. BOX 6414
THE LAKES, NV
88901-6414

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL
32540-0219000

Citi® AAdvantage® Card

citi®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number
5424 1803 0666 5024

Customer Service:
1-800-388-2200
BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$32700	$0	$16700	$0	$32515.57

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
05/19/2005	$0.00 +	$0.00 +	$682.00 =	$682.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	5/18	97630092	PAYMENT THANK YOU 70 0000 0000	-379.00
	5/18		PARTIAL DEFERMENT TRANSACTION 70 0000 0000	-312.00
			Standard Purch	
5/18	5/18		PARTIAL DEFERMENT TRANSACTION 61 0000	312.00

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Our records show home phone 850-650-8341 and business phone 850-269-1034. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$32,894.57	$312.00	$691.00	$0.00	$32,515.57
ADVANCES	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$32,894.57	$312.00	$691.00	$0.00	$32,515.57

Days This Billing Period: 29

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$0.00	0.05477%(D)	19.990%	19.990%
Purch/Adv thru 03/22/2005	$0.00	0.08216%(D)	29.990%	29.990%
ADVANCES				
Standard Adv	$0.00	0.05477%(D)	19.990%	19.990%

3

SEND PAYMENTS TO: 761
PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION

07/15/05	$32136.57	$674.00	SITE:SD-CI	TM:LG-8200	ACID:SDCR104
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		01/11/06	21:31:14:

CITI CARDS
P.O. BOX 6414
THE LAKES, NV
88901-6414

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL
32540-0219000

Citi® AAdvantage® Card

citi®

AAdvantage is a registered trademark of American Airlines, Inc.

Account Number
5424 1803 0666 5024

Customer Service:
1-800-388-2200
BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$32700	$0	$16700	$0	$32136.57

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
06/21/2005	$0.00 +	$0.00 +	$674.00 =	$674.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	6/18	97621132	PAYMENT THANK YOU 70 0000 0000	-379.00
	6/18		PARTIAL DEFERMENT TRANSACTION 70 0000 0000	-304.00
			Standard Purch	
6/18	6/18		PARTIAL DEFERMENT TRANSACTION 61 0000	304.00

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$32,515.57	$304.00	$683.00	$0.00	$32,136.57
ADVANCES	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$32,515.57	$304.00	$683.00	$0.00	$32,136.57

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$0.00	0.05477%(D)	19.990%	19.990%
Purch/Adv thru 03/22/2005	$0.00	0.08216%(D)	29.990%	29.990%
ADVANCES				
Standard Adv	$0.00	0.05477%(D)	19.990%	19.990%

4

SEND PAYMENTS TO:

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION

06/20/05	$806.59	$17.67	SITE:SD-CI	TM:LG-8200 01/11/06	ACID:SDCR104 21:31:13:
PMT DUE DATE	NEW BALANCE	MIN AMT DUE			

CITI CARDS
P.O. BOX 6416
THE LAKES, NV
88901-6416

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL
32540-0219000

Quicken® Platinum Select®

citi®

Account Number
5308 9972 7903 3075

Customer Service:
1-800-772-7889
PO Box 44167
Jacksonville, FL
32231-4167

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$13610	$0	$13610	$0	$806.59

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
05/24/2005	$0.00 +	$0.00 +	$17.67 =	$17.67

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	5/02		CLICK-TO-PAY PAYMENT, THANK YOU 70 0000 0	-32.09 70000000000
			Standard Purch	
	5/24		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	1.66 70000000000
			Rate Sale - Charged To Offer 4	
	5/24		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	16.01 70000000000

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Our records show home phone 850-650-8341 and business phone 760-214-1955. Please update coupon if incorrect.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$76.62	$0.00	$2.33	$1.66	$75.95
ADVANCES	$744.39	$0.00	$29.76	$16.01	$730.64
TOTAL	$821.01	$0.00	$32.09	$17.67	$806.59

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$75.75	0.06847%(D)	24.990%	24.990%
ADVANCES				
Standard Adv	$0.00	0.06847%(D)	24.990%	24.990%
Offer 4	$730.79	0.06847%(D)	24.990%	24.990%

5

SEND PAYMENTS TO: 697

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION

07/18/05	$848.33	$34.41	SITE:SD-CI	TM:LG-8200	ACID:SDCR104
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		01/11/06	21:31:13:

CITI CARDS
P.O. BOX 6416
THE LAKES, NV
88901-6416

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL
32540-0219000

Quicken® Platinum Select®

citi®

Account Number
5308 9972 7903 3075

Customer Service:
1-800-772-7889
PO Box 44167
Jacksonville, FL
32231-4167

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$13610	$0	$13610	$0	$848.33

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
06/23/2005	$0.00 +	$17.67 +	$16.74 =	$34.41

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Standard Purch	
	6/23		LATE FEE - MAY PAYMENT PAST DUE 66 0000 0	25.00 70000000000
	6/23		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	1.58 70000000000
			Rate Sale - Charged To Offer 4	
	6/23		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	15.16 70000000000

Your account is past due. Please pay the Minimum Amount Due shown. Remember, regular monthly payments will help establish a good payment history with us. If you have already sent us this payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$75.95	$25.00	$0.00	$1.58	$102.53
ADVANCES	$730.64	$0.00	$0.00	$15.16	$745.80
TOTAL	$806.59	$25.00	$0.00	$16.74	$848.33

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$76.71	0.06847%(D)	24.990%	24.990%
ADVANCES				
Standard Adv	$0.00	0.06847%(D)	24.990%	24.990%
Offer 4	$737.94	0.06847%(D)	24.990%	24.990%

6

SEND PAYMENTS TO:

698

08/19/05	$848.75	$34.83	SITE:SD-CI	TM:LG-8200	ACID:SDCR104
PMT DUE DATE	NEW BALANCE	MIN AMT DUE		01/11/06	21:31:13:

CITI CARDS
P.O. BOX 6416
THE LAKES, NV
88901-6416

FRANCIS J LOPEZ
ATTNY ACCOUNT-CODE=XXXXX
DESTIN FL
32540-0219000

Quicken® Platinum Select®

citi®

Account Number
5308 9972 7903 3075

Customer Service:
1-800-772-7889
PO Box 44167
Jacksonville, FL
32231-4167

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$13610	$0	$13610	$0	$848.75

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
07/25/2005	$0.00 +	$16.41 +	$18.42 =	$34.83

Sale Date	Post Date	Reference Number	Activity Since Last Statement		Amount
			Payments, Credits & Adjustments		
	6/27	32081109	PAYMENT THANK YOU 70 0000 0 0		-18.00
			Standard Purch		
	7/25		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	70000000000	2.23
			Rate Sale - Charged To Offer 4		
	7/25		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	70000000000	16.19

Your account is past due. Please pay the Minimum Amount Due shown. Remember, regular monthly payments will help establish a good payment history with us. If you have already sent us this payment, thank you.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$102.53	$0.00	$1.99	$2.23	$102.77
ADVANCES	$745.80	$0.00	$16.01	$16.19	$745.98
TOTAL	$848.33	$0.00	$18.00	$18.42	$848.75

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$101.80	0.06847%(D)	24.990%	24.990%
ADVANCES				
Standard Adv	$0.00	0.06847%(D)	24.990%	24.990%
Offer 4	$739.12	0.06847%(D)	24.990%	24.990%

7

SEND PAYMENTS TO:

699

PLEASE REFER TO THE REVERSE SIDE OF THE ORIGINAL STATEMENT FOR PAYMENT INFORMATION

09/19/05	$825.70	$16.95	SITE:SD-CI	TM:LG-8200 01/11/06	ACID:SDCR104 21:31:13:
PMT DUE DATE	NEW BALANCE	MIN AMT DUE			

FRANCIS J LOPEZ
ATTNY ACCOUNT-CODE=XXXXX
DESTIN FL
32541

CITI CARDS
P.O. BOX 6416
THE LAKES, NV
88901-6416

Quicken® Platinum Select®

citi®

Account Number
5308 9972 7903 3075

Customer Service:
1-800-772-7889
PO Box 44167
Jacksonville, FL
32231-4167

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$13610	$0	$13610	$0	$825.70

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
08/24/2005	$0.00 +	$0.00 +	$16.95 =	$16.95

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	8/01	31934773	PAYMENT THANK YOU 70 0000 0 0	-40.00
			Standard Purch	
	8/24		PURCHASES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	1.99 70000000000
			Rate Sale - Charged To Offer 4	
	8/24		ADVANCES*FINANCE CHARGE*PERIODIC RATE 84 0000 0	14.96 70000000000

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$102.77	$0.00	$8.65	$1.99	$96.11
ADVANCES	$745.98	$0.00	$31.35	$14.96	$729.59
TOTAL	$848.75	$0.00	$40.00	$16.95	$825.70

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$96.82	0.06847%(D)	24.990%	24.990%
ADVANCES				
Standard Adv	$0.00	0.06847%(D)	24.990%	24.990%
Offer 4	$728.16	0.06847%(D)	24.990%	24.990%

8

SEND PAYMENTS TO:

700

EXHIBIT H

Kelly Plantation Homeowner Association
Master Flood Insurance Policy Renewal Offer

Term of July 30, 2004 to July 30, 2005

Homeowner Information:

Francis and Madeleine Lopez
310 Sand Myrtle Trail
Destin, FL 32541

Phone: 850-650-8341 or 760-214-1955
Fax: 850-650-8341
E Mail medigmail@aol.com

Location of Insured Property: Same as mailing

Flood Zone: __AE_____ Attach elevation certificate if available

Limit Currently Provided: ~~$452,000~~ 250,000

Deductible: $10% of Insured Value ($45,200)

Premium for Term 7-30-04 to 7-30-05 $ ~~1,665.06~~ 920.94

Mortgage Information: Countrywide Home Loans, Inc.
ISAOA ATIMA
P. O. Box 10212
Van Nuys, CA 91410-0212

I hereby elect to purchase the product renewal offered by Landmark American:

Homeowner [signature] Date: 8/4/04

I hereby REJECT this offer of coverage and understand no coverage will be in force after July 30th, 2004 under this flood insurance policy. (DIC)

Homeowner ____________________________ Date: __________

ACORD

EVIDENCE OF PROPERTY INSURANCE

OP ID: BA

DATE (MM/DD/YY): 08/09/04

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER — PHONE/FAX (A/C, No, Ext): 850-230-0800 850-230-0992

Coastal Community Ins Agency
12139 Panama City Beach Pkwy
Panama City Beach FL 32407
Anthony DuBose

CODE: SUB CODE:

AGENCY CUSTOMER ID #: KELLY-1

COMPANY

Landmark American Ins Co
c/o Roehrig & MacDuff

Pd ck #1 1320 on 1320 BAT

INSURED

Kelly Plantation Owners Assoc.
34851 Emerald Coast Pkwy # 150
Destin FL 32541

LOAN NUMBER	POLICY NUMBER	
	LHQ336763	
EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
07/30/04	07/30/05	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

001

310 Sand Myrtle Trail
Destin FL 32541

Single Family Residence of Frances & Madeline Lopez

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Flood Coverage as provided in Difference in conditions policy provided for homeonwers of Kelly Plantation Homeowners Association Inc. subject to policy forms, provisions and exclusions frances & Madeline Lopez Single Family Dwelling 310 Sand Myrtle Trail	250,000	25,000

REMARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 00 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Frances & Madeline Lopez

310 Sand Myrtle Trail
Destin FL 32541

☐ MORTGAGEE ☐ ADDITIONAL INSURED
☐ LOSS PAYEE ☒ Homeowner

LOAN #

AUTHORIZED REPRESENTATIVE

E. A DR 2

Anthony DuBose

ACORD 27 (3/93) ©ACORD CORPORATION 1993

ACORD EVIDENCE OF PROPERTY INSURANCE OP ID: BA

DATE (MM/DD/YY) 08/09/04

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER — PHONE/FAX (A/C, No, Ext): 850-230-0800/850-230-0992

Coastal Community Ins Agency
12139 Panama City Beach Pkwy
Panama City Beach FL 32407
Anthony DuBose

CODE: SUB CODE:

AGENCY CUSTOMER ID #: KELLY-1

COMPANY

Landmark American Ins Co
c/o Roehrig & MacDuff

INSURED

Kelly Plantation Owners Assoc.
34851 Emerald Coast Pkwy # 150
Destin FL 32541

LOAN NUMBER	POLICY NUMBER
	LHQ336763

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
07/30/04	07/30/05	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

001

310 Sand Myrtle Trail
Destin FL 32541

Single Family Residence of Frances & Madeline Lopez

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Flood Coverage as provided in Difference in conditions policy provided for homeonwers of Kelly Plantation Homeowners Association Inc. subject to policy forms, provisions and exclusions frances & Madeline Lopez Single Family Dwelling 310 Sand Myrtle Trail	250,000	25,000

REMARKS (Including Special Conditions)

att: Chuck Frances

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 00 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Countrywide Home Loans Inc.
ISAOA ATIMA
P. O. Box 10212
Van Nuys CA 91410-0212

pd off
Chgd to Aurora Loan Serv

☐ MORTGAGEE	☐ ADDITIONAL INSURED
☒ LOSS PAYEE	

LOAN #

AUTHORIZED REPRESENTATIVE

E. A DR

Anthony DuBose

3

ACORD 27 (3/93)

©ACORD CORPORATION 1993

PROPERTY INFORMATION

LOCATION/DESCRIPTION

001

310 Sand Myrtle Trail
Destin FL 32541

Single Family Residence of Frances & Madeline Lopez

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Flood Coverage as provided in Difference in conditions policy provided for homeonwers of Kelly Plantation Homeowners Association Inc. subject to policy forms, provisions and exclusions frances & Madeline Lopez Single Family Dwelling 310 Sand Myrtle Trail	250,000	25,000

REMARKS (Including Special Conditions)

att: Chuck Frances

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 00 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Countrywide Home Loans Inc.
ISAOA ATIMA
P. O. Box 10212
Van Nuys CA 91410-0212

[ ] MORTGAGEE [ ] ADDITIONAL INSURED
[X] LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

E. A. DR

Anthony DuBose

ACORD 27 (3/93) © ACORD CORPORATION 1993

COASTAL COMM. INS. Fax:850-230-0992
COASTAL COMM. INSURANCE
COASTAL COMM. INS.

** Transmit Conf.Report **

P.1 Aug 9 2004 15:12

Telephone Number	Mode	Start	Time	Page	Result	Note
18005929863	NORMAL	09,15:12	0'23"	1	# O K	

4

EXHIBIT I

HSBC

January 9, 2006

L. Scott Keehn
Robbins & Keehn, APC
2400 Union Bank Building, 530 B Street
San Diego, CA 92101

Subject: Subpoena
Records of Francis J. Lopez
Our Case ID: 152622

Dear Mr. Keehn:

Enclosed is our response to the subpoena received by HSBC Card Services Inc., the credit card processor for HSBC/Best Buy Gold MasterCard, regarding the account records of Francis J. Lopez.

Please refer to the Affidavit for further details.

The following expenses were incurred in compliance with said request:

33	microfiche copies at	$0.25 /	per page	=	$8.25
3	hours of labor at	$11.00 /	per hour	=	$33.00
			Total Due	=	$41.25

Please submit the total due in the envelope provided. If I may be of further assistance, please contact me at (716) 841-2568.

Sincerely,

Kristie Sywak
Legal Assistant

Enclosure(s)

HSBC Card Services
PO Box 80026, Salinas, CA 93912

AFFIDAVIT

State of New York
(County of Erie) SS.:

I, Kristie Sywak, being duly sworn, do hereby depose and state: I am acting in the capacity of Custodian of Records for HSBC Card Services Inc., and in that capacity I have the responsibility for maintaining and storing records for HSBC Bank Nevada, N.A., the issuer of the subject credit card account.

I hereby certify that the attached records are true and correct copies of the requested records pertaining to the account of Francis J. Lopez, at HSBC Card Services Inc.

Account #5176690006732635/HSBC/Best Buy Gold MasterCard

The enclosed documents are composed of copies of statements from June 30, 2004 to present.

Our records indicate this account, established on 04/16/2003, was obtained online; therefore, there is no physical copy of an application to provide. In lieu of an application, we are providing screen-prints of the most current cardmember information we have on the account.

Enclosed is a copy of the payment made on 08/02/2004, our records indicate payments were made electronically; therefore, we are unable to provide a hard copy of the payment instruments.

Please be aware that the merchant and/or the merchant's bank retain sales slips and they are only required to retain copies for a period of 18 months. We can request the recent charges for you; however, we must allow the merchant 30 to 60 days to respond to our request. As an alternative, you may wish to consider issuing a subpoena directly to the merchant for those charges that may come into question.

Kristie Sywak
Signature

Legal Assistant
Title

SUBSCRIBED AND SWORN TO before me this 9th day of January, 2006.

Mary Moeller
Notary Public

MARY E. MOELLER
No. 01MO6074048
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 05/06/06

13200504HCSNIL 0015001517669000673Z635

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

Page 1 of 2

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY		
ACCOUNT NUMBER	5176-6900-0673-2635	OVERLIMIT AMOUNT	$156.19	PREVIOUS BALANCE		$2,046.17
TOTAL CREDIT LIMIT	$2,000	MINIMUM PAYMENT*	$54.00	PAYMENTS/CREDITS	-	$0.00
TOTAL CREDIT LIMIT AVAILABLE	$0	CURRENT PAYMENT DUE*	$210.19	PURCHASES/DEBITS	+	$64.00
CASH CREDIT LIMIT.	$800	PAYMENT DUE DATE	05/06/05			
CASH LIMIT AVAILABLE	$0	PAST DUE AMOUNT	$102.00	FINANCE CHARGE	+	$46.02
STATEMENT DATE	04/13/05	*See reverse side for an explanation of these amounts.		NEW BALANCE	=	$2,156.19

.Cash Credit Limit is a portion of the Total Credit Limit

Household Bank Rewards Summary

Earnings to expire in December 2008 3,913

Previous Earnings	3,913
Earnings	0
Total Earnings	3,913

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
04/07	04/07	LATE CHARGE ASSESSMENT	10000003000000999851700	$35.00	
03/14	03/14	OVERLIMIT CHARGE ASSESSMENT	10000003000000999861100	$29.00	

MAIL PAYMENTS TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D D
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance $2,156.19
Payment Due Date 05/06/05 Current Payment Due $210.19

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

517669000673263500021019002156196

3

13200504HCSWHL 0015002517669000673263S

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS

YOUR ACCOUNT IS NOW PAST DUE. PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE. CALL US AT 800-395-0500.

FINANCE CHARGE CALCULATION

This is a grace account. Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	$2,105.19	.07052%	31	$46.02	25.74%
CASH ADVANCES	$0.00	.00000%	31	$0.00	22.99%

ANNUAL PERCENTAGE RATE*25.740%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

MAIL PAYMENTS TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D D

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance $2,156.19
Payment Due Date 05/06/05 Current Payment Due $210.19

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

517669000673263500021019002156196

4

13200505HCSWHL 00150015176690006732635

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY		
ACCOUNT NUMBER	5176-6900-0673-2635	OVERLIMIT AMOUNT	$266.91	PREVIOUS BALANCE		$2,156.19
TOTAL CREDIT LIMIT	$2,000	MINIMUM PAYMENT*	$57.00	PAYMENTS/CREDITS	-	$0.00
TOTAL CREDIT LIMIT AVAILABLE	$0	CURRENT PAYMENT DUE*	$323.91	PURCHASES/DEBITS	+	$64.00
		PAYMENT DUE DATE	06/07/05			
CASH CREDIT LIMIT.	$800	PAST DUE AMOUNT	$156.00			
CASH LIMIT AVAILABLE	$0			FINANCE CHARGE	+	$46.72
STATEMENT DATE	05/13/05	*See reverse side for an explanation of these amounts.		NEW BALANCE	=	$2,266.91

.Cash Credit Limit is a portion of the Total Credit Limit

Household Bank Rewards Summary

Earnings to expire in December 2008 3,913

Previous Earnings	3,913
Earnings	0
Total Earnings	3,913

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
05/06	05/06	LATE CHARGE ASSESSMENT	10000003000000999862810	$35.00	
04/23	04/24	OVERLIMIT CHARGE ASSESSMENT	10000003000000999783930	$29.00	

MAIL PAYMENTS TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D D
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance $2,266.91
Payment Due Date 06/07/05 Current Payment Due $323.91

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

517669000673263500032391002266912

5

13200505HCSWHL 0015002517669000673Z635

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS

IF YOU ARE UNABLE TO SEND YOUR PAYMENT TODAY, PLEASE CALL 800-395-0500 TO DISCUSS A REPAYMENT ARRANGEMENT.

FINANCE CHARGE CALCULATION
This is a grace account. Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	$2,208.18	.07052%	30	$46.72	25.74%
CASH ADVANCES	$0.00	.00000%	30	$0.00	22.99%

ANNUAL PERCENTAGE RATE*25.740%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

CARDMEMBER NEWS

We're happy to announce that Household Bank has joined HSBC. See the enclosed materials for more information.

MAIL PAYMENTS TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D 0

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance $2,266.91
Payment Due Date 06/07/05 Current Payment Due $323.91

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

5176690006732635000323910022669 12

6

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HSBC GOLD MASTERCARD STATEMENT
FRANCIS J LOPEZ

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY		
ACCOUNT NUMBER	5176-6900-0673-2635	OVERLIMIT AMOUNT	$295.95	PREVIOUS BALANCE		$2,266.91
TOTAL CREDIT LIMIT	$2,000	MINIMUM PAYMENT*	$58.00	PAYMENTS/CREDITS	-	$100.00
TOTAL CREDIT LIMIT AVAILABLE	$0	CURRENT PAYMENT DUE*	$353.95	PURCHASES/DEBITS	+	$79.00
CASH CREDIT LIMIT.	$800	PAYMENT DUE DATE	07/08/05			
CASH LIMIT AVAILABLE	$0	PAST DUE AMOUNT	$163.00	FINANCE CHARGE	+	$50.04
STATEMENT DATE	06/13/05	*See reverse side for an explanation of these amounts.		NEW BALANCE	=	$2,295.95

.Cash Credit Limit is a portion of the Total Credit Limit

HSBC Rewards Summary

Earnings to expire in December 2008 3,913

Previous Earnings	3,913
Earnings	0
Total Earnings	3,913

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS
05/17	05/17	CHECK BY PHONE PAYMENT	00000000000051779831135		$50.00
06/01	06/06	MISC FEE REVERSAL	1297-02JUN05 (01-01)		$50.00
06/07	06/07	LATE CHARGE ASSESSMENT	10000003000000999851610	$35.00	
05/17	05/17	CHECK BY PHONE FEE (ACH)	00000000000051779831136	$15.00	
05/23	05/23	OVERLIMIT CHARGE ASSESSMENT	10000003000000999823680	$29.00	

MAIL PAYMENTS TO:
HSBC CARD SERVICES
PO BOX 4155
CAROL STREAM IL 60197-4155

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.hsbccreditcard.com

MAIL INQUIRIES TO:
HSBC CARD SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D 0
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance $2,295.95
Payment Due Date 07/08/05 Current Payment Due $353.95

Make checks payable to HSBC CARD SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount
Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HSBC CARD SERVICES
PO BOX 4155
CAROL STREAM IL 60197-4155

517669000673263500035395002295950

7

13200506HCSWHL 0015002517669000673263S

HSBC GOLD MASTERCARD STATEMENT
FRANCIS J LOPEZ

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	CREDITS

IF YOU ARE UNABLE TO SEND YOUR PAYMENT TODAY, PLEASE CALL 800-395-0500 TO DISCUSS A REPAYMENT ARRANGEMENT.

FINANCE CHARGE CALCULATION
This is a grace account. Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	$2,266.97	.07121%	31	$50.04	25.99%
CASH ADVANCES	$0.00	.00000%	31	$0.00	22.99%

ANNUAL PERCENTAGE RATE*25.990%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

MAIL PAYMENTS TO:
HSBC CARD SERVICES
PO BOX 4155
CAROL STREAM IL 60197-4155

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-395-9020
Manage your account online at:
www.hsbccreditcard.com

MAIL INQUIRIES TO:
HSBC CARD SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D 0
PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT:
To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number 5176-6900-0673-2635

New Balance $2,295.95
Payment Due Date 07/08/05 Current Payment Due $353.95

Make checks payable to HSBC CARD SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount Enclosed

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HSBC CARD SERVICES
PO BOX 4155
CAROL STREAM IL 60197-4155

517669000673263500035395002295950

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EXHIBIT J

B 256 (11/91)

United States Bankruptcy Court

Northern District of Florida

In re FRANCIS J. LOPEZ,
Alleged Debtor

SUBPOENA IN A CASE UNDER THE BANKRUPTCY CODE

Case No.[1] 05-05926-PB7
United States Bankruptcy Court for the Southern District of California

To: KELLY PLANTATION OWNERS ASSOCIATION, CUSTODIAN OF RECORDS

Chapter 7

☐ YOU ARE COMMANDED to appear in the United States Bankruptcy Court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY N/A	COURTROOM N/A
	DATE AND TIME N/A

☐ YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION N/A	DATE AND TIME N/A

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE EXHIBIT "A"

PLACE	DATE AND TIME
Business World 21 Racetrack Rd. NE, Ft. Walton Beach, FL 32547	November 1, 2005 10:00 A.M.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES N/A	DATE AND TIME N/A

Any organization not a party to this proceeding that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify, Fed. R. Civ. P. 30(b)(6) made applicable in proceedings by Rule 7030, Fed. R. Bankr. P. See Rules 1018 and 9014, Fed. R. Bankr. P.

ISSUING OFFICER SIGNATURE AND TITLE	DATE
L. Scott Keehn — Attorneys for Petitioning Creditor	October 3, 2005
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER L. Scott Keehn, Esq., ROBBINS & KEEHN, APC, 530 "B" Street, Suite 2400, San Diego, CA 92101, 619-232-1700	

1 If the bankruptcy case is pending in a district other than the district in which the subpoena is issued, state the district under the case number.

A 1

B 256 (11/91) (cont.)

PROOF OF SERVICE

DATE	PLACE
SERVED	Kelly Plantation Owners Association 4393 Commons Drive E. Destin, FL 32541
SERVED ON (PRINT NAME) Custodian of Records	MANNER OF SERVICE Personally
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on ______________________
DATE

____
SIGNATURE OF SERVER

Advanced Investigations
ADDRESS OF SERVER
24 Racetrack Rd. NW
Ft. Walton Beach, FL 32547

.ule 45, Fed. R. Civ. P., Parts (c) & (d) made applicable in cases under the Bankruptcy Code by Rule 9016, Fed. R. Bankr. P.

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT "A" TO SUBPOENA
IN CASE UNDER THE BANKRUPTCY CODE

1. **DEFINITIONS**: As used herein, unless specifically indicated otherwise, the following terms shall have the indicated meanings:

A. The terms "YOU" and "YOUR" mean the **Kelly Plantation Owners Association**, its agents, representatives, attorneys, investigators, consultants, insurers or anyone acting on behalf of, who are in possession of **Kelly Plantation Owners Assocation**, or may have obtained information for, by or on behalf of **Francis J. Lopez**.

B. The term "PERSON" means and includes natural PERSONS any business entity, whether a corporation, partnership, association, firm, joint venture or other, any governmental or public entity, and any other legal entity.

C. The term "DOCUMENT"means and includes any kind of written, typewritten, printed or recorded material or computer files, DOCUMENTS or records whatsoever, regardless of the source or author thereof, including, without limitation, any writing, filed for reporting or other purposes with the federal state, or local agency, COMPUTER-STORED DATA, computer discs, computer printouts recordings, maps, plats, plans, accountings, calculations, reports, letters, correspondence, telegrams, cables, telexes, e-mail, messages, memoranda, notes, records, summaries, reports, analyses, studies, manuals, notebooks, desk calendars, appointment books, diaries, time sheets, logs, files, binders, brochures, pamphlets, manuscripts, bulletins, circulars, drawings, charts, diagrams, facsimiles, schedules, graphs, contracts, canceled checks, booklets, bills, audited financial STATEMENTS, unaudited financial STATEMENTS, financial ledgers, stock ledgers for all forms and types of securities, minutes of directors, shareholder or committee meetings, written COMMUNICATIONS of directors and shareholders, bank checks, invoices, charge slips, hotel charges, receipts, invoices forms, abstracts, agreements, STATEMENTS, lists, deposit and withdrawal receipts, evaluations, statistics, licenses, advertisements, certificates, permits, cost sheets, expense accounts, vouchers, all other forms of correspondence, all other forms of electronic storage of data, any and all written COMMUNICATIONS, records and copies, extracts and summaries or other DOCUMENTS, and drafts of any of the above, whether used or not, or any other writings or recording as defined by the Federal Rules of Evidence, Rule 1001, 28 U.S.C.A.

D. The terms "COMMUNICATION" or "COMMUNICATIONS" means any type of oral, written or visual contact between two or more PERSONS in which information, facts or opinions were exchanged, imparted or received.

E. The term "STATEMENT" means any oral, written, stenographic or recorded declaration of any kind or description.

F. The term "ALL COMPUTER-STORED DATA" means any computer disks, compact discs, computer tapes, computer runs, computer printouts, computer electronic mail (E-mail) sent or received, and computer databases.

G. The terms "REFER TO" or "RELATE TO" as used herein shall mean supports, describes, alludes to, comments on, discusses, shows, discloses, explains, mentions, analyzes, indicates, regards, respects, affects, concerns, touches on, pertains to, compares, balances, links, suggests, constitutes, comprises, evidences, sets forth, summarizes or characterizes, either directly or indirectly, in whole or in part.

H. The singular shall be interchangeable with the plural, the masculine, feminine, and neuter shall be interchangeable, and the terms "and" and "or" shall be both conjunctive and disjunctive.

2. It is not intended that this request for DOCUMENTS require the disclosure of any DOCUMENTS which YOU claim are protected against disclosure as "work product" or "privileged," although plaintiff reserves the right to move for disclosure. For any DOCUMENT withheld on such grounds, please provided a written response with the following information:

A. A description of the DOCUMENTS sufficiently particular to identify it and to enable YOU to identify, disclose or produce it in response to an order of the above-entitled court;

B. The nature of the protection claimed;

C. A list of all PERSONS who participated in the preparation of the DOCUMENT;

D. A list of all PERSONS to whom the DOCUMENT was circulated, or its contents communicated.

DOCUMENTS TO BE PRODUCED

1. Copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control, which REFER or RELATE in any way to YOUR Homeowner's Association account of **Francis J. Lopez.**

2. To the extent they are different from those previously requested, copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control which REFER or RELATE to **Francis J. Lopez.**

3. Copies of any and all DOCUMENTS, for June 30, 2004, to the present, in YOUR possession, custody or control, which REFER or RELATE in any way to records of charges and payments made by **Francis J. Lopez.**

...site at www.ups.com

Do not send cash or cash equivalent...

Place Labels in This Space

Options: 1 UPS Tracking Label and your address label
2 UPS Air Shipping Document
3 UPS Worldwide Waybill

UPS Next Day Air
UPS Worldwide Express[SM]
Shipping Document

WEIGHT	WEIGHT	DIMENSIONAL WEIGHT	

The shipper authorizes UPS to act as forwarding agent for export control and customs purposes. The shipper certifies that these commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

EXPRESS (INT'L) 1

DOCUMENTS ONLY 1

SATURDAY DELIVERY

1Z T0T 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 630 3

EXPORT

1Z T0T 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 630 3

SHIPMENT FROM

UPS ACCOUNT NO. T0T749

REFERENCE NUMBER

TELEPHONE
850-650-9933

CORNERSTONE DEVELOPMENT GROUP,

4393 COMMONS DR E

DESTIN FL 32541-3456

DELIVERY TO

TELEPHONE

Residential

UPS Next Day Air®
EXTREMELY URGENT

1

1Z T0T 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 630 3

DELIVERY

1Z T0T 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 630 3
TRACKING NUMBER

DATE OF SHIPMENT

SHIPMENT ID NUMBER T0T7 4979 YBT

003025_P1

15027817

125 of 1000

5

100% Recycled Fiber

KELLY PLA[redacted]ATION OWNERS ASSOC., INC

INVOICE HISTORY REPORT

SORTED BY CUSTOMER NUMBER

INVOICE NUMBER		INVOICE DATE	SRC	CUSTOMER NUMBER	NAME	SALESPERSON NUMBER
0012853	INV	06/01/04	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ	

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	450.000	450.00
			INVOICE TOTAL:	450.00

0013253	C/M	06/01/04	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	QUARTERLY ASSESSMENT	1.000-	450.000	450.00-
			INVOICE TOTAL:	450.00-

0013652	INV	06/02/04	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	500.000	500.00
			INVOICE TOTAL:	500.00

0014058	C/M	06/07/04	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	QUARTERLY ASSESSMENT	1.000-	50.000	50.00-
			INVOICE TOTAL:	50.00-

0014523	INV	09/01/04	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	450.000	450.00
			INVOICE TOTAL:	450.00

0014962	INV	12/01/04	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	550.000	550.00
			INVOICE TOTAL:	550.00

0015844	INV	03/01/05	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	550.000	550.00
SPA	SPECIAL HURRICANE ASSESSMENT	1.000	86.000	86.00
			INVOICE TOTAL:	636.00

0016305	INV	06/01/05	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	550.000	550.00

INVOICE HISTORY REPORT

SORTED BY CUSTOMER NUMBER

INVOICE NUMBER		INVOICE DATE	SRC	CUSTOMER NUMBER	NAME	SALESPERSON NUMBER
0016305	INV	06/01/05	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ	

INVOICE TOTAL: 550.00

INVOICE NUMBER		INVOICE DATE	SRC	CUSTOMER NUMBER	NAME
0016752	INV	09/01/05	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	550.000	550.00

INVOICE TOTAL: 550.00

INVOICE NUMBER		INVOICE DATE	SRC	CUSTOMER NUMBER	NAME
0017212	INV	12/01/05	A/ R	01 - I5/A	FRANCIS & MADELINE LOPEZ

SALES CODE	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
KP	MAIN ASSESSMENT	1.000	550.000	550.00

INVOICE TOTAL: 550.00

CUSTOMER 01-I5/A TOTAL: 3,736.00

REPORT TOTAL: 3,736.00

Lopez is current on all payments to date for 2005.

7

EXHIBIT K

POWELL, POWELL & POWELL

ATTORNEYS AT LAW

ESTABLISHED 1951

P.O. BOX 277
422 N. MAIN STREET
CRESTVIEW, FL 32536
850-682-2757
FAX 850-689-1588

SANTA ROSA EXECUTIVE PLAZA
151 MARY ESTHER BLVD., STE. 312A
MARY ESTHER, FL 32569
850-664-5564
fax 850-664-6175

WWW.POWELLLAWFIRM.COM

IN REPLY ADDRESS FIRM AT

Crestview

GILLIS E. POWELL, SR.
GILLIS E. POWELL, JR.
AVA SUSAN POWELL*
DIXIE DAN POWELL
LACEY POWELL CLARK

*TEXAS BAR ALSO

Date: 10/28/05

TO: L. Scott Keehn, Esq.	FROM: Gillis E. Powell, Sr.
FAX NO.: 619-544-9095	FAX NO.: (850) 689-1588
NO. OF PAGES: 8 Including Cover Sheet	RE: Francis J. Lopez

MESSAGE:

If there are any problems or complications with this transmission, please notify us immediately at (850)682-2757.

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone (if long distance, please call collect) and return the original message to us at the above address via the U.S. Postal Service. Thank you

RECEIVED TIME OCT. 28. 8:08AM

COPY

POWELL, POWELL & POWELL
ATTORNEYS AT LAW
ESTABLISHED 1951

P. O. BOX 277
422 N. MAIN STREET
CRESTVIEW, FL 32536
850-682-2767
FAX 850-689-1588

SANTA ROSA EXECUTIVE PLAZA
151 MARY ESTHER BLVD., STE. 312A
MARY ESTHER, FL 32569
850-664-5564
FAX 850-664-6176

GILLIS E. POWELL, SR.
GILLIS E. POWELL, JR.
AVA SUSAN POWELL*
DIXIE DAN POWELL
LACEY POWELL CLARK
JAMES G. CLARK

*TEXAS BAR ALSO

WWW.POWELLLAWFIRM.COM

IN REPLY ADDRESS FIRM AT
Crestview

October 28, 2005

VIA FAX-(619)544-9095)

L. Scott Keehn, Esquire
Robbins & Keehn, APC
2400 Union Bank Building
530 "B" Street
San Diego, CA 92101

Re: US Bankruptcy Court Subpoena
Case No: 05-05926-PB7
Francis J. Lopez

Dear Mr. Keehn:

Attached are copies of utility statements from the Okaloosa Gas District which are self-explanatory. The District does not desire to join in the involuntary petition.

It will be appreciated if you will respond by fax as to whether or not it will be necessary for a representative of the District to appear in Fort Walton Beach, Florida on November 3, 2005.

Very truly yours,

GILLIS E. POWELL, SR.

GEPsr/lp
Attachments

2

RECEIVED TIME OCT. 28. 8:08AM

PREPARED: 10/13/05
PROGRAM UT476L
OKALOOSA GAS DISTRICT

ACCOUNT BILLING HISTORY
DETAILS
(7/28/03 TO 10/13/05)

PAGE: 1

CUSTOMER: 232079 LOPEZ, FRANCIS J
310 SAND MYRTLE TRL
DESTIN FL 325413429

LOCATION: 74788 310 SAND MYRTLE TRL DESTN
BALANCE: .00
CYCLE/ROUTE: 91-13
STATUS: A
BUDGET TRANSACTIONS (*)

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
9/20/05	PMT			46.38-		
9/23/05	BILL	CYCLE BILL	.00			48.38
	GS	CUSTOMER CHARGE		10.00		
	GS	COST OF GAS CHARGE		21.60	23.03	
	GS	DELIVERY CHARGE		10.04	23.03	
		LATE CHARGE		4.74		
		TOTAL ACTUAL CHGS		48.38		
8/21/05	PMT			47.37-		
8/18/05	BILL	CYCLE BILL	.00			47.37
	GS	CUSTOMER CHARGE		10.00		
	GS	COST OF GAS CHARGE		25.51	27.20	
	GS	DELIVERY CHARGE		11.86	27.20	
		TOTAL ACTUAL CHGS		47.37		
8/08/05	PMT			34.10-		
7/22/05	BILL	CYCLE BILL	.00			34.10
	GS	CUSTOMER CHARGE		10.00		
	GS	COST OF GAS CHARGE		12.29	18.80	
	GS	DELIVERY CHARGE		8.20	18.80	
		LATE CHARGE		3.61		
		TOTAL ACTUAL CHGS		34.10		
7/20/05	PMT			44.33-		
6/21/05	BILL	CYCLE BILL	.00			44.33
	GS	CUSTOMER CHARGE		10.00		
	GS	COST OF GAS CHARGE		15.63	23.92	
	GS	DELIVERY CHARGE		10.43	23.92	
		LATE CHARGE		8.27		
		TOTAL ACTUAL CHGS		44.33		
6/16/05	PMT			82.74-		
5/19/05	BILL	CYCLE BILL	.00			82.74
	GS	CUSTOMER CHARGE		10.00		
	GS	COST OF GAS CHARGE		43.63	68.76	

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10/27/2005 03:49 85067846 OKALOOSA GAS PAGE 12

PREPARED: 10/13/05
PROGRAM UT478L
OKALOOSA GAS DISTRICT

ACCOUNT BILLING HISTORY
DETAILS

PAGE: 2

(7/28/03 TO 10/13/05)

CUSTOMER: 232078 LOPEZ, FRANCIS J
LOCATION: 74786 310 SAND MYRTLE TRC

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	DESTN	TOTAL BILL AMOUNT
		GS DELIVERY CHARGE		29.11	66.76		
		TOTAL ACTUAL CHGS		82.74			
5/19/05	PMT			135.66-			
4/29/05	PMT			171.70-			
4/20/05	BILL	CYCLE BILL	171.70				307.38
		GS CUSTOMER CHARGE		10.00			
		GS COST OF GAS CHARGE		68.45	101.69		
		GS DELIVERY CHARGE		44.35	101.69		
		LATE CHARGE		14.86			
		TOTAL ACTUAL CHGS		135.66			
3/21/05	BILL	CYCLE BILL	.00				171.70
		GS CUSTOMER CHARGE		8.00			
		GS COST OF GAS CHARGE		84.98	130.08		
		GS DELIVERY CHARGE		55.60	130.08		
		LATE CHARGE		23.11			
		TOTAL ACTUAL CHGS		171.70			
3/18/05	PMT			253.66-			
2/21/05	BILL	CYCLE BILL	.00				253.66
		GS CUSTOMER CHARGE		8.00			
		GS COST OF GAS CHARGE		134.87	206.38		
		GS DELIVERY CHARGE		88.23	206.38		
		LATE CHARGE		22.56			
		TOTAL ACTUAL CHGS		253.66			
2/18/05	PMT			225.62-			
1/20/05	BILL	CYCLE BILL	.00				225.62
		GS CUSTOMER CHARGE		8.00			
		GS COST OF GAS CHARGE		136.58	189.56		
		GS DELIVERY CHARGE		81.04	189.58		
		TOTAL ACTUAL CHGS		225.62			
1/03/05	PMT			123.85-			
12/20/04	BILL	CYCLE BILL	.00				123.85
		GS CUSTOMER CHARGE		8.00			
		GS COST OF GAS CHARGE		72.71	100.92		
		GS DELIVERY CHARGE		43.14	100.92		
		TOTAL ACTUAL CHGS		123.85			
12/13/04	PMT			45.47-			
11/19/04	BILL	CYCLE BILL	31.77-				45.47

PREPARED: 10/13/05
PROGRAM UT476L
OKALOOSA GAS DISTRICT

ACCOUNT BILLING HISTORY
DETAILS

(7/26/03 TO 10/13/05)

CUSTOMER: 232079 LOPEZ, FRANCIS J
LOCATION: 74706 310 SAND MYRTLE TRL

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION / DESTN	TOTAL BILL AMOUNT
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		41.48	57.54	
		GS DELIVERY CHARGE		24.80	57.54	
		LATE CHARGE		3.10		
		TOTAL ACTUAL CHGS		77.24		
11/15/04	PMT			67.40-		
10/27/04	PMT			31.77-		
10/21/04	BILL	CYCLE BILL	31.77			67.40
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		17.34	24.07	
		GS DELIVERY CHARGE		10.29	24.07	
		TOTAL ACTUAL CHGS		35.63		
9/28/04	BILL	OFF CYCLE BILL	.00			31.77
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		14.92	20.71	
		GS DELIVERY CHARGE		8.85	20.71	
		TOTAL ACTUAL CHGS		31.77		
9/09/04	PMT			32.98-		
8/20/04	BILL	CYCLE BILL	.00			32.98
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		15.68	21.78	
		GS DELIVERY CHARGE		9.30	21.76	
		TOTAL ACTUAL CHGS		32.98		
8/10/04	PMT			34.43-		
7/21/04	BILL	CYCLE BILL	43.10			34.43
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		12.82	21.78	
		GS DELIVERY CHARGE		9.30	21.76	
		LATE CHARGE		4.31		
		TOTAL ACTUAL CHGS		34.43		
7/21/04	PMT			43.10-		
6/22/04	BILL	CYCLE BILL	.00			43.10
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		20.34	34.53	
		GS DELIVERY CHARGE		14.76	34.53	
		TOTAL ACTUAL CHGS		43.10		
6/09/04	PMT			103.72-		

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PREPARED: 10/13/05
PROGRAM UT470L
OKALOOSA GAS DISTRICT

ACCOUNT BILLING HISTORY
DETAILS
(7/28/03 TO 10/13/05)

PAGE: 4

CUSTOMER: 232079 LOPEZ, FRANCIS J
LOCATION: 74786 310 SAND MYRTLE TRL DESTN

DATE	TYPE	******TRANSACTION****** DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
5/19/04	BILL	CYCLE BILL	.00			103.72
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		58.47	94.18	
		GS DELIVERY CHARGE		40.25	94.18	
		TOTAL ACTUAL CHGS		103.72		
5/03/04	PMT			138.99-		
4/21/04	BILL	CYCLE BILL	.00			138.99
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		62.87	105.72	
		GS DELIVERY CHARGE		45.62	105.72	
		LATE CHARGE		22.50		
		TOTAL ACTUAL CHGS		138.99		
4/19/04	PMT			224.99-		
3/23/04	BILL	CYCLE BILL	.00			224.99
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		135.74	213.45	
		GS DELIVERY CHARGE		81.25	213.45	
		TOTAL ACTUAL CHGS		224.99		
3/11/04	PMT			221.78-		
2/19/04	BILL	CYCLE BILL	.00			221.78
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		123.88	210.29	
		GS DELIVERY CHARGE		89.90	210.29	
		TOTAL ACTUAL CHGS		221.78		
2/13/04	PMT			251.36-		
1/21/04	BILL	CYCLE BILL	.00			251.36
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		144.51	231.22	
		GS DELIVERY CHARGE		98.85	231.22	
		TOTAL ACTUAL CHGS		251.36		
1/08/04	PMT			106.01-		
12/18/03	BILL	CYCLE BILL	.00			106.01
		GS CUSTOMER CHARGE		8.00		
		GS COST OF GAS CHARGE		58.20	93.12	
		GS DELIVERY CHARGE		39.81	93.12	
		TOTAL ACTUAL CHGS		106.01		

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PREPARED: 10/13/06
PROGRAM UT476L
OKALOOSA GAS DISTRICT

ACCOUNT BILLING HISTORY
DETAILS

PAGE: 3

(7/28/03 TO 10/13/05)

CUSTOMER: 232078 LOPEZ, FRANCIS J
LOCATION: 74786 310 SAND MYRTLE TRL

DESTN

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
12/02/03	PMT			219.82-		
11/18/03	BILL	CYCLE BILL	.00			
		INSTALLMENT ACCOUNT				219.82
	GS	CUSTOMER CHARGE		58.08		
	GS	COST OF GAS CHARGE		8.00		
	GS	DELIVERY CHARGE		88.93	142.29	
				80.83	142.29	
		TOTAL ACTUAL CHGS		219.82		
11/10/03	PMT			225.90-		
10/31/03	BILL	CYCLE BILL	.00			
		INSTALLMENT ACCOUNT				228.90
	GS	CUSTOMER CHARGE		58.06		
	GS	COST OF GAS CHARGE		8.00		
	GS	DELIVERY CHARGE		83.04	132.87	
		CONNECTION FEE		58.80	132.97	
				20.00		
		TOTAL ACTUAL CHGS		228.90		
10/07/03	PMT			144.53-		
9/10/03	BILL	CYCLE BILL	.00			
		INSTALLMENT ACCOUNT				144.53
	GS	CUSTOMER CHARGE		58.08		
	GS	GAS COST @ .6250 EA		7.00		
	GS	FIRST 15 @ .4923 EA		48.51	79.22	
	GS	NEXT 15 @ .3682 EA		7.38	15.00	
	GS	OVER 30 @ .3487 EA		8.52	15.00	
				17.06	49.22	
		TOTAL ACTUAL CHGS		144.53		
9/09/03	PMT			91.00-		
8/22/03	BILL	OFF CYCLE BILL	.00			91.00
	GS	CUSTOMER CHARGE		7.00		
	GS	GAS COST @ .6250 EA		17.08	27.33	
	GS	FIRST 15 @ .4923 EA		7.38	15.00	
	GS	NEXT 15 @ .3682 EA		4.34	12.33	
	GS	DEPOSIT		35.00		
		CONNECTION FEE		20.00		
		TOTAL ACTUAL CHGS		91.00		

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . : 3144.66-

TOTAL ADJUSTMENTS . . . . : .00

RECEIVED TIME OCT. 28. 8:08AM

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PREPARED: 10/19/05
PROGRAM UT476L
OKALOOSA GAS DISTRICT

ACCOUNT BILLING HISTORY
DETAILS

PAGE: 6

(7/28/03 TO 10/13/05)

CUSTOMER: 232079 LOPEZ, FRANCIS J
LOCATION: 74788 310 SAND MYRTLE TRL

OESTN

TOTALS BY CATEGORY

GS Charges . . . . :	2997.52
Other Charges . . . . :	147.14
TOTAL CHARGES . . . . :	3144.66
TOTAL TRANSFER BALANCE FROM . :	.00
TOTAL TRANSFER BALANCE TO . . :	.00

CONSUMPTION PARAMETERS FOR GAS SERVICE

EXCEPTION REPORT FLAG . . . . :	
CONSUMPTION ESTIMATE . . . . :	.00
DEMAND CONSUMPTION ESTIMATE . :	.00
AVERAGE CONSUMPTION . . . . . :	3.05
AVERAGE DEMAND CONSUMPTION . :	.00
TOTAL CONSUMPTION . . . . . . :	2399.38
TOTAL DEMAND CONSUMPTION . . :	.00
TOTAL READING DAYS . . . . . :	786

8

RECEIVED TIME OCT. 28. 8:08AM

EXHIBIT L

Valley Forge Life
Insurance Company

October 30, 2005

L. Scott Keehn, Esq.
Robbins Keehn
530 "B" Street, Suite 2400
San Diego, CA 92101

In re: Francis J. Lopez

Dear Mr. Keehn:

Pursuant to Subpoena in a Case Under the Bankruptcy Code, please find enclosed the responsive documents for the time period June 30, 2004 to the present. Mr. Lopez is insured under Term Policy No. VITU045825. The policy has no cash value, no outstanding loans and is paid until February 5, 2006.

Should you have any questions or wish to discuss the matter further, please do not hesitate to contact me at 800-888-9772, extension 6863 or directly at 248-746-6863.

Very truly yours,

S. L. Garbovan

Sandra L. Garbovan
Legal Administrator

Enclosure

25800 Northwestern Highway, P O Box 600, Southfield, MI 48037-0600
Phone 1-800-888-9772 Fax (248) 746-6846

/

Valley Forge Life Insurance Company

INSURANCE SERVICES
(800) 437-8854
P.O. Box 305153
Nashville, TN 37230-5153

STATEMENT OF PREMIUMS DUE

JANUARY 11, 2005

AGENT INFORMATION: 8

MADELEINE LOPEZ
5461 LOS ROBLES DR
CARLSBAD, CA 92008

BROOKS GILBERT TOWNSEND
1136 DESTREE
ESCONDIDO, CA 92027

INDIVIDUAL LIFE INSURANCE FOR:	FRANCIS JOSEPH LOPEZ
ANNUAL RENEWAL PREMIUM DUE FOR:	FEBRUARY 05, 2005
POLICY NUMBER:	VITU045825
BILL CONTROL NUMBER:	0110100090
AMOUNT DUE:	$486.40

"IMPORTANT NOTICE: Except as specifically provided in your policy relative to any non-forfeiture benefits, if the premium indicated above is not received within 31 days of the due date indicated, your coverage will terminate effective as of the premium due date, and no benefits will be payable after such date."

KEEP THIS PORTION. A RETURN ENVELOPE IS ENCLOSED FOR YOUR CONVENIENCE. TU

0TU012LVITU045825ZZ00004864020050205011010000901000000006

Valley Forge Life Insurance Company

INDIVIDUAL LIFE INSURANCE FOR: FRANCIS JOSEPH LOPEZ
ANNUAL RENEWAL PREMIUM DUE FOR: FEBRUARY 05, 2005
POLICY NUMBER: VITU045825

☐ PLEASE CHECK THIS BOX IF YOU ARE REQUESTING ADDITIONAL INFORMATION OR YOUR ADDRESS HAS BEEN CHANGED. INDICATE YOUR CORRECT ADDRESS OR INFORMATION DESIRED ON THE REVERSE OF THIS PREMIUM NOTICE.

MADELEINE LOPEZ
5461 LOS ROBLES DR
CARLSBAD, CA 92008

PLEASE RETURN TO:

TU

[redacted]
VALLEY FORGE LIFE INSURANCE COMPANY
PO BOX 78351
PHOENIX AZ 85062-8351

AMOUNT REMITTED: $ ______________

AMOUNT DUE: $486.40

PLEASE REMIT U.S. CURRENCY ONLY

0TU012LVITU045825ZZ00004864020050205011010000901000000006

2

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

noveon

NOVEON SYSTEMS, INC.
P.O. BOX 219
DESTIN, FL 32540

F. Lopez

COMPASS BANK
FORT WALTON BEACH, FL
63-1392/630

5149

35

3/2/2005

VITUO15395

PAY TO THE ORDER OF CNA Valley Forge 486.40

Four Hundred Eighty-Six and 40/100*** DOLLARS

CNA Valley Forge
100 CNA DRIVE
NASHVILLE, TN 37214

15

MEMO M. Lopez VITUO15395

⑈005149⑈ ⑆063013924⑆ 88595432⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

NOVEON SYSTEMS, INC. 5149

CNA Valley Forge 3/2/2005

Date	Type	Reference	Original Am	Balance Due	Discoun	Payment
03/01/2	Bill		486.40	486.40		486.40
				Check Amoun		486.40

Compass 486.40

3

EXHIBIT M

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL BRANCH

ENTERPRISE TECHNOLOGY ALLIANCE, INC., a California corporation,

Plaintiff,

vs

MADELEINE LOPEZ, individual and DOES 1-50, inclusive,

Defendant.

CASE NUMBER: GIC 851324

DEPOSITION OF MADELEINE LOPEZ
APRIL 28TH, 2006

The deposition of MADELEINE LOPEZ, a witness in the above-entitled cause, was taken before TRACY LEFEBVRE, Shorthand Reporter and Notary Public in and for Okaloosa County, Florida at Trawick Reporting Service, 5 Clifford Drive, Conference Room, Shalimar, Florida, on the 28th day of April, 2006, commencing at 9:00 a.m., CST, pursuant to agreement.

COPY

APPEARANCES

RICHARD H. POWELL & ASSOCIATES, P.A.
92 Eglin Parkway, NE
P.O. Drawer 2167
Fort Walton Beach, Florida 32548
For the Plaintiff: Enterprise Technology Alliance, Inc.
BY: JENNIFER E. FFRENCH, ESQUIRE

ROBBINS & KEEHN
2400 Union Bank Building
530 "B" Street
San Diego, California 92101
For Plaintiff, Alan Stanly
BY: L. SCOTT KEEHN, ESQUIRE

ALSO PRESENT: ALAN STANLY

items so I don't know if they were shipped or any of it.

Q. Okay.

A. Never seen any of them.

MS. FFRENCH: I'm going to mark this as Exhibit 6.

(WHEREUPON, Deposition Exhibit 6 was marked for identification.)

BY MS. FFRENCH (RESUMING):

Q. Are you aware of the company, Noveon Systems Incorporated?

A. Yes, ma'am.

Q. And what is your relationship to that company?

A. Owner.

Q. I'm sorry?

A. Owner.

Q. Are you the sole owner of that company or are you joint --

A. Yes, ma'am, sole.

Q. Is your husband a part of that company?

A. Yes, ma'am.

Q. Is he an officer?

A. General manager.

Q. Who started Noveon Systems Incorporated?

items three years ago.

BY MS. FFRENCH (RESUMING):

Q. The relevance that that has is that part of what is listed here on this list, I believe, is that the -- part of what was missing was the source code.

A. No. Mr. Stanly has always had the source code. In fact, he stole computer disks out of our home in Carlsbad, besides other items from our garage. He's always had the source code.

Q. Who signs the checks on behalf of Noveon Systems?

A. I do.

Q. Who are the authorized signatories on the bank accounts?

A. Me.

Q. Is your husband an authorized signatory?

A. No.

Q. Have you ever signed an agreement to purchase or license software from --

A. Not relevant to a storage issue three years ago.

Q. Are you refusing to answer the question?

A. No. I'm not refusing. I'm telling you it has nothing to do with the present case. Why answer? Sufficient explanation.

from the personal -- from your personal bank account?

A. Can you clarify?

Q. Have you ever paid any of Noveon's expenses from a personal bank account?

A. Not that I can recall.

Q. Okay. It's my understanding that you all refinanced your house in --

A. "You all" meaning who?

Q. You and your husband?

A. Yes.

Q. Refinanced your house recently in 2005?

A. How does that have relevance to a storage issue from three years ago in California? That's an invasion of my privacy.

Q. Did you or did you not refinance your house?

A. I don't see how that's relevant to a storage issue in Poway, California three years ago. Please explain that to me.

Q. Is Noveon a corporation?

A. I think so.

Q. Are you a shareholder in that corporation?

A. I think so.

Q. What was your capital contribution to that corporation?

independent contractors?

A. I'm just the owner. I don't actually -- that would be a question for the general manager. I have no business dealings like that, knowing what the contractor is or who he has or what he does.

Q. Well, you sign the checks for Noveon Systems; is that correct?

A. Yes, I do.

Q. How is it that you don't know whether or not you pay any contractors?

A. I just sign the check for whatever things my general manager decides the checks need to be signed for.

Q. So you don't pay any attention to who you're paying, you just sign the check?

A. I don't -- I'm not the general manager. I'm the owner.

MR. STANLY: She's just the owner. She has nothing to do with the business.

THE WITNESS: I own the business.

BY MS. FFRENCH (RESUMING):

Q. So you're totally out --

A. The general manager runs the business. I am the owner. I've said this many times.

Q. But you don't pay attention to the finances of the business as the owner?

A. Yeah. I'll review them once in a great while, but I trust the general manager to do a good job. That's why he's hired. Many owners --

Q. Do you derive any income from Noveon Systems?

A. No, I do not.

Q. Do you sign any checks that are made out to yourself or any relatives of yours?

A. From Noveon?

Q. Yeah.

A. No, not that I'm aware of.

Q. Does your husband derive a salary from Noveon?

A. Yes. He has a profit-sharing agreement and there's been no profits. There is no money.

Q. How many hours per week do you devote to your Noveon work?

A. I don't do work. I'm the owner.

Q. How many hours a week do you devote to signing checks or doing other tasks like that?

A. Maybe an hour or two.

Q. What, if anything, other than sign checks, do you do on behalf of Noveon?

A. I'm just the owner.

Q. Other than signing checks for Noveon Systems, you don't have any other responsibilities?

A. I'm the owner. That's my owner's responsibility. That's it. And, plus, what is the relevance to this storage facility issue? That is what I'm being sued for.

Q. The relevance is that the complaint alleges that items were taken from Prism --

A. What does that have to do with how many hours I'm signing checks or whatever? That's ridiculous. It has absolutely no relevance whatsoever. It's just probing into personal information.

Q. Do you own any other companies other than Noveon Systems?

A. No, I do not.

MS. FFRENCH: Any questions?

MR. KEEHN: Not from me.

MS. FFRENCH: Okay. I think that's it then.

(WHEREUPON, the deposition was ended.)

EXHIBIT N

Compass Bank

Compass Bank
P. O. Box 10566
Birmingham, AL 35296

February 01, 2006

ATTN: Scott Keehn
Robbins & Keehn APC
530 "B" Street
Suite 2400
San Diego, California 92101
Phone # 619-232-1700

RE: Invoice # 01-06-0034 / Francis Lopez
Account-0015003219, 0021294144, and 0015003200

Dear Sir:

Enclosed are the documents you've requested regarding the account listed above, with in the date range you have required.

I greatly thank you for your patience. If you have any questions or need any more information, please feel free to contact me at 205-297-6413.

Sincerely,

Anneetress Walker
Compass Bank
Subpoena Research Processor

Compass Bank

PERSONAL DEPOSIT ACCOUNT SIGNATURE CARD

Date	Prepared By	State, Branch No. & Cost Center
07/14/2004	Patricia A Parker	FL 656 65336

[X] New Account [ ] Name Change [ ] Add Party to Account [ ] Appoint Successor Custodian

ONLY ONE ACCOUNT PER CARD - USE BLACK MEDIUM POINT PEN

PARTIES TO THE ACCOUNT (NAME ONE OR MORE PARTIES)
FRANCIS J LOPEZ

SOCIAL SECURITY NUMBER	BANK NO	ACCOUNT NO
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	065	21294144

RIGHTS AT DEATH (select one)*

[ ] SINGLE-PARTY ACCOUNT At death of party, ownership passes as part of party's estate

[ ] SINGLE-PARTY ACCOUNT WITH POD (PAY ON DEATH) DESIGNATION (Name one or more beneficiaries)

At death of party, ownership passes to POD beneficiaries and is not part of party's estate

[X] MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP At death of party, ownership passes to surviving parties

[ ] MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND POD (PAY ON DEATH) DESIGNATION (Name one or more beneficiaries)

At death of last surviving party, ownership passes to POD beneficiaries and is not part of last surviving party's estate.

*FLORIDA ONLY AND HUSBAND AND WIFE ONLY.
Compass Bank does not offer account ownership in the form of Joint Tenants by the Entirety If you are a married couple who jointly own a survivorship account, the form of that account ownership is Joint Tenants with the right of survivorship Joint Tenants by the Entirety is specifically disclaimed

ACCOUNT AGREEMENT. By signing below, Customer (1) requests a deposit account with Compass Bank, (2) acknowledges receiving a copy of the Disclosure Booklet for Consumer Accounts and either the Disclosure for Interest Earning Consumer Accounts or the Disclosure for Non-Interest Earning Consumer Accounts, and (3) agrees to the terms and conditions of the account provided in those disclosures. If this form is being used to add a party to the account or appoint a successor custodian, the existing party agrees to the addition or change by signing this card

Name FRANCIS J LOPEZ
Signature [signature]

Name MADELEINE MAGILL LOPEZ
Signature [signature]

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

(Refer to the Disclosure Booklet for Consumer Accounts for a complete explanation of Backup Withholding Regulations)
Under penalties of perjury, I certify that:

1 The Internal Revenue Service has not advised me that I am currently subject to backup withholding unless I check this block. [ ]
2 I am a U S. person (including a U S resident alien) unless I check this block [ ]
3. [X] The Social Security Number shown above is the correct Taxpayer Identification Number, OR
[ ] I have applied for a Social Security Number (If number is not provided within 60 days, the account will be closed If a withdrawal of $500 or more is made prior to the Bank's receipt of this number, the Bank will withhold 28% from interest payments); OR
[ ] All owners of this account are nonresident aliens and each owner has provided the appropriate completed Form W-8

Signature of Tax Record Owner [signature]

ATM CARD APPLICATION

Sign me up for the fee schedule indicated. [ ] Per-Transaction Charge [ ] Monthly Fee [X] Annual Fee

[ ] I AM APPLYING FOR A COMPASS CHECK CARD
[ ] ADDING LISTED ACCOUNTS TO EXISTING CARD NUMBER ____
[ ] I ACKNOWLEDGE RECEIPT OF COMPASS COURIER CARD NO ____ AND OF THE *COMPASS ATM CARD AGREEMENT AND DISCLOSURE STATEMENT*

[ ] PIN for Compass Check Card selected on Demomate
Demomate ID No (7 digits) 0000000 Related Offset No. (5 digits) 00000

I WANT MY CARD TO ACCESS THE FOLLOWING ACCOUNTS (must be an owner on each account)

Chk	Sav	Account Number	Chk	Sav	Account Number	Chk	Sav	Account Number
X		P 0021294144						
		P						

Signature [signature] ID (Required) L120250612470

ATM CARD APPLICATION

[ ] I AM APPLYING FOR A COMPASS CHECK CARD
[ ] ADDING LISTED ACCOUNTS TO EXISTING CARD NUMBER ____
[ ] I ACKNOWLEDGE RECEIPT OF COMPASS COURIER CARD NO ____ AND OF THE *COMPASS ATM CARD AGREEMENT AND DISCLOSURE STATEMENT*

[ ] PIN for Compass Check Card selected on Demomate
Demomate ID No (7 digits) 0000000 Related Offset No. (5 digits) 00000

I WANT MY CARD TO ACCESS THE FOLLOWING ACCOUNTS (must be an owner on each account)

Chk	Sav	Account Number	Chk	Sav	Account Number	Chk	Sav	Account Number
X		P 0021294144						
		P						

Signature [signature] ID (Required) L

Rev 5/04 Date Entry (Bag)

(JetForm - AFPERSG) AL/FL

COMPASS BANK 0001

Primary Account: 0021294144 ------

Page 2 of 4
Enclosures 0 46
Mar 26, 2005 to Apr 26, 2005

065 FRANCIS J LOPEZ ------
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

Withdrawals and Other Debits

Date	Amount	Description
Mar 28	21.05	DEBIT FOR CHECKCARD 8654079154 03/24/05 PIZZA H012124 00700039 DESTIN FL
Mar 28	20.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 04:37PM 03/26/05 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Mar 29	43.32	PURCHASE FROM DDA - PUBLIX HONOR P0677011 03/29/05 CARD 8654079154 POS -AT 4425 COMMONS DR E DESTIN FL
Mar 30	147.16	DEBIT FOR BK OF AMER VI/MC ONLINE PMT CO REF- CKF829286686POS
Apr 01	20.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 10:02AM 04/01/05 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Apr 04	40.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 12:35PM 04/03/05 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Apr 04	40.00	DEBIT FOR TEXACO PAYMENT CHECK PYMT CHK NO- 1599
Apr 04	12.90	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 04/04/05 CARD 8654079154 POS -AT 15017 EMERALD COAS DESTIN FL
Apr 07	290.18	DEBIT FOR BK OF AMER VI/MC ONLINE PMT CO REF- CKF668997775POS
Apr 07	120.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 08:16AM 04/07/05 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Apr 08	13.71	DEBIT FOR CHECKCARD 8654079154 04/06/05 PIZZA H012124 00700039 DESTIN FL
Apr 11	81.50	WITHDRAWAL FROM DDA - B OF A HONOR SCAD1930 04/10/05 CARD 8654079154 ATM -AT *CARLSBAD VILLAGE- CARLSBAD
Apr 11	42.00	WITHDRAWAL FROM DDA - Santa Rosa Cou HONOR DNS10801 04/09/05 CARD 8654079170 ATM -AT EAST MILTON BALL P MILTON FL
Apr 11	41.50	WITHDRAWAL FROM DDA - PIER VIEW MARK HONOR LK202426 04/08/05 CARD 8654079154 ATM -AT 218 NORTH CLEVELAN OCEANSIDE
Apr 12	81.95	WITHDRAWAL FROM DDA - RITE AID # HONOR 81771018 04/11/05 CARD 8654079154 ATM -AT 7100 AVENIDA ENCIN CARLSBAD
Apr 14	49.02	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 04/13/05 CARD 8654079154 POS -AT 15017 EMERALD COAS DESTIN FL
Apr 14	45.56	PURCHASE FROM DDA - Wal-Mart Super HONOR 13620016 04/14/05 CARD 8654079154 POS -AT 1362 WAL-SAMS DESTIN FL
Apr 15	57.68	PURCHASE FROM DDA - Wal-Mart Super

Primary Account: 0021294144 ------

Page 2 of 3
Enclosures 0 46
Apr 27, 2005 to May 25, 2005

065 FRANCIS J LOPEZ ------
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

Withdrawals and Other Debits

Date	Amount	Description
Apr 29	12.52	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 04/29/05 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL
May 02	29.39	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 04/30/05 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL
May 02	22.00	WITHDRAWAL FROM DDA - 1STNATB&T HONOR 00010009 05/01/05 CARD 8654079154 ATM -AT MAIN BRANCH DRIVE- FTWALTONB
May 02	22.00	WITHDRAWAL FROM DDA - DESTIN OFFICE PLUS I5161N4F 04/30/05 CARD 8654079154 ATM -AT @34901 EMERALD C P DESTIN FL
May 02	18.76	PURCHASE FROM DDA - Wal-Mart Super HONOR 13620002 04/30/05 CARD 8654079170 POS -AT 1362 WAL-SAMS DESTIN FL
May 02	29.30	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 05/02/05 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL
May 03	61.00	DEBIT FOR CHECKCARD 8654079154 04/29/05 FL DOE FINGERPRINTS/IN 877-357-7456 TN
May 03	115.95	DEBIT FOR AGENCY & AGENT L ICHECK CO REF- PU#: 006504037
May 03	32.09	DEBIT FOR TRAV-CLICK 2 PAY PAYMENT CO REF- CR586RY+KH88CTP
May 04	208.20	DEBIT FOR PROGRESSIVE INS. INS PREM CO REF- POL #37287380-3
May 09	500.00	DEBIT FOR CHECKCARD 8654079154 05/02/05 ALTERNATIVE RESOLUTION LOS ANGELES CA
May 09	16.83	PURCHASE FROM DDA - PUBLIX HONOR P0677011 05/07/05 CARD 8654079170 POS -AT 4425 COMMONS DR E DESTIN FL
May 09	20.00	DEBIT FOR TEXACO PAYMENT CHECK PYMT CHK NO- 1612
May 10	50.00	DEBIT FOR BK OF AM CRD ACH PAYBYPHONE CO REF- LOPEZ
May 24	43.00	WITHDRAWAL FROM DDA - RITZ #13 - DES HONOR DNS11000 05/24/05 CARD 8654079154 ATM -AT 34884 HIGHWAY 98 W DESTIN FL

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Apr 26	15.15-	May 05	1,001.82	May 18	1,090.14
Apr 28	3,984.85	May 09	417.82	May 19	711.14
Apr 29	5,172.33	May 10	433.14	May 20	641.14
May 02	7,630.88	May 12	1,633.14	May 24	526.14
May 03	7,250.14	May 13	1,640.14	May 25	526.80
May 04	7,041.94	May 16	2,140.14		

47104682-1-1

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1601

Date 4-1-05

63-1392/630
656

Pay to the Order of Union Bank of California $ 500.00

Five hundred ——— Dollars

Compass Bank
Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1601 ⑈0000050000⑈

02551 15750
04/13/05 062001186
073821 3840
04132005
0630-0019-9
ENT=0465 TRC=0439 PK=07

04122005
122000165 140
ENT=3935 TRC=3935 PK=02
2626913546

830-38

>122000496<
UNION BANCAL CA
MTRY PK 317550
041105 2597835

APR 1 2005

714 47104 68 -1-1

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1602

Date 4-5-05

63-1392/630
656

Pay to the Order of Union Bank of Calif. $ 500.00

Five hundred ——— Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For Rent 10/04

⑆063013924⑆ 212 9414 4⑈ 1602 ⑈0000050000⑈

0255115751
04/13/05 062001186
073821384 1
04132005
0630-0019-9
ENT=0465 TRC=0439 PK=07

04122005
122000166 149
ENT=5835 TRC=5835 PK=03
2626913547

831-38

>122000496
UNION BANCAL BA
MTRY PK 91755
041105 3792

APR 11 2005
UBOC 803

2009

FRANCIS J LOPEZ
PO BOX 219
DESTIN, FL 325400219

COMPASS BANK
2300 S 3RD ST
JACKSONVILLE BEACH, FL 322504023

Date 04/18/05

Pay to the Order of Citibank $ $379.00

** Three Hundred Seventy-Nine and 0/100 ********************** DOLLARS

MEMO 5424180306665024 379.00

Authorized By Your Depositor 08/03/04

181-54127

⑈002009⑈ ⑆063013924⑆ 21294144⑈ ⑈0000037900⑈

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

0255067957
04/19/05 062001186

0231396444
04192005 BANK OF AMERICA,NA HRT
0630-001
ENT=0002 TRC=058 04/18/05 07
5480042415

PAY ANY BANK PEG
CITIBANK NV
>122401710<

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

COMPASS BANK 0172

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1608

Date 4-28-05

63-1392/630
656

Pay to the Order of Okaloosa Gas District $ 171.70

One hundred seventy one & 70/100 Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1608 ⑈0000017170⑈

0150010997
05/03/05 062001186

5141185990 >861100686<
6 CFPV017 17 Vanguard Bank & Trust
04302504554/28/2005 Valparaiso, FL
05022005
0630-0019-9
ENT=0020 TRC=0072 PK=07

FOR DEPOSIT ONLY
OKALOOSA GAS DISTRICT
REVENUE FUND
VALPARAISO OFFICE

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1608

Date 4-28-05

63-1392/630
656

Pay to the Order of Okaloosa Gas District $ 171.70

One hundred seventy one & 70/100 Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1608 ⑈0000017170⑈

0150010997
05/03/05 062001186

5141185990 >8611006865<
6 CPPV017 17 Vanguard Bank & Trust
04/29/2005 Valparaiso, FL
0430250455
05022005
0630-0019-9
ENT=0020 TRC=0072 PK=07

FOR DEPOSIT ONLY
OKALOOSA GAS DISTRICT
REVENUE FUND
VALPARAISO OFFICE

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1615

Date 5-9-05

63-1332/630
650

Pay to the Order of Union Bank of Calif $ 1,000.00

One thousand Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For 714471046 8-1-1

⑆063013924⑆ 212 9414 4⑈ 1615 ⑈0000100000⑈

0255141276
05/16/05 062001186

0433255425
05182005
0630-0019-9
ENT=0314 TRC=0277 PK=07

>122000496<
UNION BANK CAL NA
MTRY PK 91755
05180050 36502629

05172005
122000165 1-9
ENT=? TRC=? PK:02

2059-38

2628181923

808 0080

2010

FRANCIS J LOPEZ
PO BOX 219
DESTIN, FL 325400219

COMPASS BANK
2300 S 3RD ST
JACKSONVILLE BEACH, FL 322504023

Date 05/18/05

Pay to the Order of Citibank $ $379.00

** Three Hundred Seventy-Nine and 0/100 ********************** DOLLARS

MEMO 5424180306665024 379.00

47 - 14043

Authorized By Your Depositor 08/03/04

⑈002010⑈ ⑆063013924⑆ 21291144⑈ ⑈0000037900⑈

PAY ANY BANK PEG
CITIBANK NV
>122401710<

0360052416
05/19/05 062001186
0732562418
05192005
0630-0019-9
ENT=0338 TRC=0402 PK=07

BANK OF AMERICA,NA FRT
011000138 E0956 90 P17
05/18/05
5080006193

FEDERAL RESERVE BOARD OF GOVERNORS REG CC

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

2011

FRANCIS J LOPEZ
P.O BOX 219
DESTIN, FL 325400219

COMPASS BANK
2300 S 3RD ST
JACKSONVILLE BEACH, FL 322504023

Date 06/20/05

Pay to the Order of Citibank $ $379.00

** Three Hundred Seventy-Nine and 0/100 ********************** DOLLARS

MEMO 5424180306665024 379.00

Authorized By Your Depositor 08/03/04

36-10586

⑈002011⑈ ⑆063013924⑆ 21294144⑈ ⑈0000037900⑈

FEDERAL RESERVE BOARD OF GOVERNORS REG CC

0255035668
113151 08263/05 062001186
06232005
0530-0019-9
ENT=0071 TRC=0094 PK=07
0730-0033-6
06232005
ENT=3980 TRC=4228 PK=07

SPSQ115 02/05

PAY ANY BANK PEG
CITIBANK NV
>122401710<

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1617

Date 6-22-05

63-1392/630
656

Pay to the Order of Bank of America $ 54.00

Fifty four ——— Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1617 ⑈0000005400⑈

DEPOSIT ONLY
BANK OF AMERICA

67407B4042

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1620

Date 6-30-05

63-1392/630
656

Pay to the Order of Union Bank of California $ 1000.00

One thousand Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For 9357320316-1-1-1

⑆063013924⑆ 212 9414 4⑈ 1620 ⑈0000100000⑈

0350092048
07/08/05 062001186

0130543907
07082005
0630-0019-9
ENT=0066 TRC=0059 PK=07

00112112000496
UNION BANCAL NA
MISTY PK161755
070605 37134312

07073005
122000165 140
ENT=5517 TRC=5517 PK=02

1505-70

2428525782

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1666

Date 8-1-05

63-1392/630
656

Pay to the Order of Union Bank of Calif. $ 1,000.00

One Thousand Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For 7144710468-1-1

⑆063013924⑆ 212 9414 4⑈ 1666 ⑈0000100000⑈

0360020525
08/08/05 062001186

0731131565
08082005
0630-0019-9
ENT=2365 TRC=2480 PK=06

7759-38

00 [illegible] 496
UNION BANCAL NA
[illegible]
080505 36896452
808 [illegible]

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1669

Date 8-3-05

63-1392/630
656

Pay to the Order of Okaloosa Gas District $ 34.10

Thirty four & 10/100 Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1669 ⑈0000003410⑈

5252975100 >061100606< RPS
6 CPPV011 31 Vanguard Bank & Trust
08/08/2005 Valparaiso, FL

0731437571
08092005
0630-0019-9
ENT=0483 TRC=0440 PK=07
0255130426
08/09/05 062001186

FOR DEPOSIT ONLY
OKALOOSA GAS DISTRICT
REVENUE FUND
VALPARAISO OFFICE

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1676

Date 8-31-05

63-1392/630
656

Pay to the Order of Union Bank of Calif. $ 1,000.00

One thousand ——— Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1676 ⑈0000100000⑈

- 0360071620
09/08/05 062001186
1138658568
09082005
0630-0019-9
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>122000496<
UNION BANCAL NA
MTRL PK 38755
090509 50891017

09072005 17810-76
122000166 140
ENT=4192 TRC=4192 PK=62
2622982403

008 0080

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1682

Date 9-27-05

63-1332/630
656

Pay to the Order of Okaloosa Gas District $ 46.38

Forty six & 38/100 Dollars

Compass Bank
Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1682 ⑈0000004638⑈

5264211388 >0511008886< RCS
6 CPPV864 3 Vanguard Bank & Trust
09/29/2005 Valparaiso, FL

0360036708567
09280529C06200186
0630-0019-9
ENT=0746 TRC=0746 PK=07

FOR DEPOSIT ONLY
OKALOOSA GAS DISTRICT
REVENUE FUND
VALPARAISO OFFICE

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1683

Date 9-29-05

63-1392/630
658

Pay to the Order of Union Bank of Calif. $ 1,000.00

One thousand Dollars

Compass Bank

Fort Walton Beach, Florida (05)

For

⑆063013924⑆ 212 9414 4⑈ 1683 ⑈0000100000⑈

0350029658
10/06/05 062001186
02331814 64
10062005
0630-0019-9
CNT=0261 TRC=0261 PK=UNION-BANCAL NA
>122000496<
7130-70
NTRY BK 91755
100405 10019378
212107740
0080080

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1688

Date 10-31-05

63-1392/630
656

Pay to the Order of Union Bank of Calif. $ 1,000.00

One thousand Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1688 ⑈0000100000⑈

0321574066
11/07/2005 06200 1186
0630-0019-9
ENT=0216 TRC=0122 PK=07

5206-38

>122000496<
UNION BANCAL NA
MTRY PK 91755
110405 370745880

R/C 71100

NOV 04 2005

UBOC 807

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1692

Date 11-30-05

63-1392/630
656

Pay to the Order of Union Bank of California $ 1,000.00

One thousand Dollars

Compass Bank
Fort Walton Beach, Florida [65]

For

⑆063013924⑆ 212 9414 4⑈ 1692 ⑈0000100000⑈

12/12/05 062001186

0130329339
12122005
0630-0019-9
ENT=0636 TRC=0540 PK=07

12072005
122000166 139
ENT=2551 TRC=2551 PK=02
2324970650

3901-38

UNION BANCAL NA
MTRY PK 91755
120605 3747425

DEC 0 6 2005

FRANCIS J LOPEZ 07-04
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

1697

Date 12-30-05

63-1392/630
656

Pay to the Order of Union Bank of Calif. $ 1,000.00

One thousand Dollars

Compass Bank

Fort Walton Beach, Florida (65)

For

⑆063013924⑆ 212 9414 4⑈ 1697 ⑈0000100000⑈

0255063232
01/11/06 062001186

118926504
01112006
0630-0019-9
CNT=0187 TRC=527930 K=07

>122000496<
UNION BANCAL NA
010906 36769778

2128948773

DOCKET NUMBER 60

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

IN RE:	)
	) Case No.
	) 05-05926-PBINV
	) Involuntary Chapter 7
FRANCIS J. LOPEZ	)
	)
Alleged Debtor,	) Judge: The Honorable
	) Peter W. Bowie
	)
	) Dept.: Four
	)
______________________________	)

EXHIBITS ONLY

DEPOSITION OF FRANCIS J. LOPEZ
APRIL 27TH, 2006

The deposition of FRANCIS J. LOPEZ, a witness in the above-entitled cause, was taken before TRACY LEFEBVRE, Shorthand Reporter and Notary Public in and for Okaloosa County, Florida at Trawick Reporting Service, 5 Clifford Drive, Conference Room, Shalimar, Florida, on the 27th day of April, 2006, commencing at 9:00 a.m., CST, pursuant to agreement.

APPEARANCES:

ROBBINS & KEEHN, APC
2400 Union Bank Building
530 "B" Street
San Diego, California 92101
For Plaintiff, Alan Stanly
BY: L. SCOTT KEEHN, ESQUIRE

ORIGINAL

ALSO PRESENT: ALAN STANLY

Deposition of Francis J. Lopez

Exhibit 1

L. Scott Keehn (SBN 61691)
ROBBINS & KEEHN, APC
A Professional Corporation
530 "B" Street, Suite 2400
San Diego, California 92101
Telephone: (619) 232-1700

Attorneys for **Petitioning Creditor, ALAN STANLY**

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAN DIEGO DIVISION

In Re: FRANCIS J. LOPEZ Alleged Debtor	**Case No. 05-05926-PBINV** **Involuntary Chapter 7** **NOTICE OF DEPOSITION OF FRANCIS J. LOPEZ AND REQUEST FOR PRODUCTION OF DOCUMENTS** **Date:** **April 27, 2006** **Time:** **9:30 a.m.** **Place:** **Trawick Reporting** **5 Clifford Drive** **Shalimar, Florida 32579** **Judge:** **The Honorable Peter W. Bowie** **Dept.:** **Four**

TO: ALL PARTIES HEREIN AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that pursuant to Federal Rules of Civil Procedure Rules 30 and 34, made applicable to these proceedings by Federal Rules of Bankruptcy Procedure Rules 7030, 7034 and 9014(c), Petitioning Creditor ALAN STANLY will take the deposition of FRANCIS J. LOPEZ, on Thursday April 27, 2006, at 9:30 a.m., at the offices of Trawick Reporting, 5 Clifford Drive, Shalimar, Florida 32579, upon oral examination before a Certified Shorthand Reporter, said deposition to continue from day to day, Sundays and holidays excepted, until complete.

///

ROBBINS & EHN, APC
ATTORN T LAW
2400 UNION BANK BUILDING · 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 · TELECOPIER (619) 544-9095

DEPOSITION EXHIBIT
Lopez 1-1

By: ______________________
L. Scott Keehn
Attorneys for Petitioning Creditor
ALAN STANLY

ROBBINS & KE N, APC
ATTORNEYS AW
2400 UNION BANK BUILDING 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 · TELECOPIER (619) 544-9095

1-2

L. Scott Keehn (61691)
ROBBINS & KEEHN, APC
A Professional Corporation
530 "B" Street, Suite 2400
San Diego, California 92101
Telephone: (619) 232-1700

Attorneys for **Moving Creditor, ALAN STANLY**

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAN DIEGO DIVISION

In Re: FRANCIS J. LOPEZ Alleged Debtor	Case No. 05-05926-PBINV Involuntary Chapter 7 **PROOF OF SERVICE** **Date:** **April 27, 2006** **Time:** **9:30 a.m.** **Place:** **Trawick Reporting, 5 Clifford Drive, Shalimar, Florida 32579** **Judge:** **The Honorable Peter W. Bowie** **Dept.:** **Four**

I, the undersigned, declare, that I am over the age of eighteen years and not a party to this cause. I am employed in, or am a resident of, the County of San Diego, California, and my business address is: Robbins & Keehn, APC, 530 B Street, Suite 2400, San Diego, California.

On the date shown below, I caused to be served the following document(s):

NOTICE OF DEPOSITION OF FRANCIS J. LOPEZ AND REQUEST FOR PRODUCTION OF DOCUMENTS

[ ] BY PERSONAL SERVICE: I placed a true copy of the above document(s) in a sealed envelope clearly labeled to identify the attorney for the party being served, and personally caused said such envelope to be personally delivered on each addressee named hereafter:

[ ] BY FACSIMILE AND MAIL: I declare that upon the prior agreement of the party being served, I served the above named documents by facsimile transmission during usual office hours

ROBBINS & KEEHN, APC
ATTORNEYS AT LAW
2400 UNION BANK BUILDING · 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 · TELECOPIER (619) 544-9095

from facsimile number 619-544-9095, to a facsimile machine maintained by the person on whom it is served and that the transmission was reported as complete and without error. Thereafter, I mailed (by first-class mail, postage prepaid) a true copy to each addressee named hereafter:

[X] BY MAIL: I declare that I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service, that the correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business; and that a true copy was placed in a separate envelope, with postage thereon fully prepaid for each addressee named hereafter:

M. Jonathan Hayes
Law Office of M. Jonathan Hayes
21800 Oxnard Street, Suite 840
Woodland Hills, CA 91367

[ ] BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused a true copy of the above-named documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 14, 2006

Carolina Polanco

ROBBINS & KEEHN, APC
ATTORNEYS AT LAW
2400 UNION BANK BUILDING · 530 "B" STREET
SAN DIEGO, CALIFORNIA 92101
TELEPHONE (619) 232-1700 · TELECOPIER (619) 544-9095

EXHIBIT "A"
NOTICE OF DEPOSITION OF FRANCIS J. LOPEZ
AND REQUEST FOR PRODUCTION OF DOCUMENTS

DEFINITIONS

The following capitalized terms and definitions shall apply to the request for documents herein:

A. "DOCUMENT" means all originals — and any copies that differ in any way from the original — of all written, recorded or graphic matter, whether produced or reproduced by handwriting, magnetic recording, photograph, photostat, photocopy, printing, tape, transcription of spoken language or other record of spoken language, typewriting, writing or any other means as defined in Federal Rule of Evidence 1001, and includes, without limitation, accountant's statements, agreements, appointment books, analyses, architectural plans and drawings, bank statements, bills, blueprints, books, building plans, business records, cablegrams, calendars, cards, checks, change orders, charts, claim files, hard copy computer printouts, computer tapes, contracts, correspondence, credit memoranda, diaries, documents, emails, equipment specifications, expense accounts, facsimiles, file cards, films, financial statements and reports, handwritten notes, invoices, installation drawings or schematics, journals, ledgers, letters, logs, memoranda, memorials in any form of conversations (including telephone conversations), minutes, notes, notices, pamphlets, papers, personnel records, presentations, purchase orders, rate cards, receipts, recordings, reports, telegrams and any other pertinent information set forth in written language or any electronic representation thereof, and any copies of such material if you do not have control or possession of the original.

The term "DOCUMENT" also includes information stored by computer or on a computer disk, diskette, tape or card, as well as any electronic recording, tape recording, photograph, video, file, microfilm, microfiche, or similar recording of words, images, sounds, pictures or information of any kind.

The term "DOCUMENT" also includes any and all drafts of, amendments, or supplements to any of the foregoing, whether prepared by you or any other person, as well as copies of the documents that differ from the copy being produced (*e.g.*, a different copy is one that contains handwritten notes, interlineations, underlining and the like).

B. "LOPEZ" refers to Francis J. Lopez, the Alleged Debtor herein.

C. "PERSON" means any individual (natural person), corporation, organization, association, partnership, limited partnership, limited liability company, firm, joint venture, trust, governmental body, agency, governing board, department or division, or any other entity.

D. "RELATIVE" means any individual related to YOU by affinity or consanguinity within the third degree as determined by common law, or any individual in a step or adoptive relationship with YOU within such third degree.

D. "STANLY" refers to Alan Stanly, the Petitioning Creditor herein.

E. "YOU" and "YOUR" refer to Francis J. Lopez, the Alleged Debtor herein, and

EXHIBIT "A"
NOTICE OF DEPOSITION OF FRANCIS J. LOPEZ
AND REQUEST FOR PRODUCTION OF DOCUMENTS

shall include, wherever applicable, any agents, employees, representatives, attorneys and/or any PERSON acting on his behalf.

F. "YOUR ANSWER" means and refers to the Answer of Alleged Debtor to Involuntary Petition dated September 6, 2005, and filed in this proceeding on or about September 7, 2005.

G. "YOUR CREDITORS" means and refers to the PERSONS identified as LOPEZ's creditors on Exhibit A to the "Declaration of Francis J. Lopez Re Creditors (Filed as a Supplement to Answer to Involuntary Petition) filed in this proceeding on or about September 19, 2005.

H. The singular shall be interchangeable with the plural, the masculine, feminine, and neuter shall be interchangeable, and the terms "and" and "or" shall be both conjunctive and disjunctive.

INSTRUCTIONS

This Document Request covers all DOCUMENTS in YOUR possession, custody or control, or in the possession, custody or control of YOUR agents, employees, officers, directors, independent contractors, attorneys, accountants, representatives, or RELATIVES wherever located.

DOCUMENTS TO BE PRODUCED

1. Any and all tax returns YOU filed for the 2001 and 2004 calendar years. Please note that the California state law privilege against disclosure of an individual's tax returns does not apply in federal actions. *Young v. U.S.* 149 F.R.D. 199, 200 (S.D.Cal. 1993). Moreover, since LOPEZ has already produced copies of his 2002 and 2003 personal tax returns, any applicable privilege against disclosure of additional tax returns has been waived. *Id.* at 205.

2. Any and all DOCUMENTS evidencing any and all payments YOU have made to any of the following PERSONS during the time period of June 30, 2005 through the present:
   - (a) Progressive Insurance (identified as one of YOUR CREDITORS)
   - (b) Coastal Community Insurance (identified as one of YOUR CREDITORS)
   - (c) Quicken Platinum Card (identified as one of YOUR CREDITORS)
   - (d) Okaloosa Gas District (identified as one of YOUR CREDITORS)
   - (e) Northwest Florida Daily News (identified as one of YOUR CREDITORS)
   - (f) Kelly Plantation Owners Association (identified as one of YOUR CREDITORS)
   - (g) Allstate Floridian (identified as one of YOUR CREDITORS)
   - (h) Texaco/Shell (identified as one of YOUR CREDITORS)
   - (i) Bank of America (identified as one of YOUR CREDITORS)

EXHIBIT "A"
NOTICE OF DEPOSITION OF FRANCIS J. LOPEZ
AND REQUEST FOR PRODUCTION OF DOCUMENTS

(j) Verizon Wireless (identified as one of YOUR CREDITORS)
(k) Cox Communications (identified as one of YOUR CREDITORS)
(l) Union Bank of California (identified as one of YOUR CREDITORS)
(m) Bankcard Services (identified as one of YOUR CREDITORS)
(n) Cingular Wireless (identified as one of YOUR CREDITORS)
(o) Wayne Wise (identified as one of YOUR CREDITORS)
(p) Valley Forge Life Insurance (identified as one of YOUR CREDITORS)
(q) American Home Shield (identified as one of YOUR CREDITORS)
(r) Citi Cards (identified as one of YOUR CREDITORS)
(s) Household Bank / HSBC (identified as one of YOUR CREDITORS)
(t) American Express (identified as one of YOUR CREDITORS)
(u) Ft. Walton Beach Medical Center (identified as one of YOUR CREDITORS)

3. Any and all DOCUMENTS evidencing any and all payments YOU have made for legal services during the time period of June 30, 2004 through the present. This request includes, but is not limited to, Any and all checks YOU issued to YOUR attorneys to pay for legal services.

4. Any and all DOCUMENTS evidencing any and all loan payments YOU have made to RELATIVES during the time period of June 30, 2004 through the present. This request includes, but is not limited to, true and correct copies of checks YOU issued to YOUR RELATIVES to repay loans YOU obtained from YOUR RELATIVES.

5. Any and all DOCUMENTS evidencing any and all loan payments YOU have made to any PERSON (other than a RELATIVE) during the time period of June 30, 2004 through the present. This request includes, but is not limited to, true and correct copies of checks YOU issued to repay loans YOU obtained (from any PERSON other than a RELATIVE).

6. Any and all DOCUMENTS which YOU believe support YOUR claim that the judgment debt STANLY alleges YOU owe to STANLY is "subject to a bona fide dispute" as alleged in Paragraph 6 of YOUR ANSWER.

7. Any and all DOCUMENTS which YOU believe support YOUR claim that the involuntary petition filed herein "was filed in bad faith" as alleged in Paragraph 7 of YOUR ANSWER.

8. Any and all DOCUMENTS which YOU believe establish that the debt of $69.30 which YOU allegedly owe to petitioning creditor Northwest Florida Daily News is disputed.

9. Any and all DOCUMENTS which YOU believe establish that the debt of $1,575 which YOU allegedly owe to petitioning creditor Alternative Resolution Center is disputed.

Deposition of Francis J. Lopez

Exhibit 2

Legal Fees

Date	Amount	Payable To
11/11/2004	$700.00	Curd Galindo and Smith
11/14/2004	$10,755.00	Fischbach and Fischbach
11/23/2004	$4,000.00	Fischbach and Fischbach
1/7/2005	$7,000.00	Fischbach and Fischbach
1/24/2005	$3,650.00	Alternative Resolution Centers
5/9/2005	$500.00	Alternative Resolution Centers
5/12/2005	$65,000.00	Fischbach and Fischbach
5/12/2005	$8,387.50	Alternative Resolution Centers
8/12/2005	$2,500.00	Law Offices of M. Jonathan Hayes
9/20/2005	$2,010.90	Law Offices of M. Jonathan Hayes
10/20/2005	$1,000.00	Thomas Gorrill
11/16/2005	$3,900.00	Fischbach and Fischbach
1/31/2006	$6,000.00	Law Offices of Ron Noya
2/5/2006	$1,000.00	Law Offices of M. Jonathan Hayes
Total	**$116,403.40**	

DEPOSITION EXHIBIT
2 Lopez

Deposition of Francis J. Lopez

Exhibit 3

ARC
ALTERNATIVE RESOLUTION CENTERS®
A LIMITED LIABILITY COMPANY

INVOICE FOR SERVICES

TO: **Fischbach & Fischbach**
9595 Wilshire Blvd.
Suite 410
Beverly Hills, CA 90212

December 29, 2004

Francis Lopez Plaintiff (s) / Claimant (s), vs. **Alan Stanly** Defendant (s)	ARC Case No. 79M9547A INSURANCE CLAIM NO. COURT CASE NO. GIN 029692

For HEARING: Discovery Motions On Friday, January 28, 2005 At 10:00 AM

AMOUNT DUE

Filing Fee: $50.00 per party (Non-Refundable)

Hourly Rate: $225.00/hour/party x 16 Hours

FILING FEE	$50.00
+ RETAINER	$3,600.00
= YOUR SHARE	$3,650.00

ALL PAYMENT DUE UPON RECEIPT. PLEASE MAKE CHECK PAYABLE TO:
"ALTERNATIVE RESOLUTION CENTERS, LLC"
11601 Wilshire Blvd. Suite 1950
Los Angeles, CA 90025

Taxpayer ID No. 95-4134707

RETAINER POLICY

The hourly fee for the requested and scheduled time shall be paid in advance and shall be applied toward any final billing. Additional billings applicable in an arbitration hearing shall be paid prior to the rendering of any award. Since we will not be communicating directly with any client on the subject, including fees, each side's total of the fees will be the joint and several obligation of the client and counsel.

CONTINUANCE, WITHDRAWAL, AND REFUND POLICY

Any withdrawal 15 days or more in advance of a hearing date will result in a refund of the retainer fee, less any time expended in preparation for the hearing. If the matter cancelled, continued, or settled is a full day or longer, a minimum of 30 days is required for any refund, or if unpaid all hourly fees are due and payable. CONTINUANCES ARE STRONGLY DISFAVORED. If a matter is continued with sufficient time for ARC to schedule another hearing, prior to the 15 day period, no additional fees shall be assessed.

DEPOSITION EXHIBIT
3 Lopez

ARC
ALTERNATIVE RESOLUTION CENTERS®
A LIMITED LIABILITY COMPANY

NOTICE OF HEARING

ARC Case No. 79M9547A

December 29, 2004

CASE/CLAIM	**Francis Lopez v. Alan Stanly**
COURT CASE NO.	GIN 029692
INSURANCE CLAIM NO.	
TYPE OF HEARING	Discovery Motions
EST. PREP./HEARING TIME	16.0 Hours
DATE OF HEARING	Friday, January 28, 2005
TIME OF HEARING	10:00 AM
PRESIDING JURIST	Hon. H. Lee Sarokin, Ret.
LOCATION OF HEARING	Weintraub & Dillon 12520 High Bluff Drive, Suite 260 San Diego, California 92130 (858) 259-2529 (Please see Timothy Dillon, Esq. upon arrival)

CONTINUANCES ARE STRONGLY DISFAVORED

ALTERNATIVE RESOLUTION CENTERS, LLC

Please send a brief statement of facts and contentions and all specials 5 days prior to the hearing to the following address:

Hon. H. Lee Sarokin, Ret.
Post Office Box 675932
Rancho Santa Fe, CA 92067-5932

Primary Account: 0021294144
Page 1 of 3
Enclosures 0
Jan 27, 2005 to Feb 23, 2005

46

Compass Bank

00008322 1 AT 0.292 01 38

065 FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

With CompassPlus, it's like everything is on sale!
Life isn't all about banking. So here's a way to save money on things you do every day. Simply add CompassPlus to any Compass checking account and start enjoying a whole new world of money-saving opportunities. You'll have access to thousands of coupons and discounts on everyday expenses like groceries, dry cleaning, movie tickets, restaurants, haircuts, and more. Try it free for 30 days and see how much you can save. Then it's only $5 per month. To learn more about CompassPlus or to sign up, visit any Compass branch, call 1-800-COMPASS (800-266-7277), or visit www.compassweb.com/go/plus today!

If you have questions about your statement, call Customer Service at 1-800-239-4357.

Compassclub Account
0021294144

FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ

Interest Paid YTD	.91
Interest Paid Previous Year	2.13

Deposit Account Recap

Beginning Balance as of January 27, 2005		[redacted]
3 Deposits	(Plus)	
23 Withdrawals	(Minus)	
Interest Paid	(Plus)	
Ending Balance as of February 23, 2005		

Account Checks by Serial Number

Serial	Date	Amount	Serial	Date	Amount	Serial	Date	Amount
[redacted]	Feb 02	[redacted]	1585	Feb 03	[redacted]	1587	Feb 17	[redacted]
1583	Jan 31	3,650.00	1586	Feb 09	[redacted]	2007 *	Feb 22	[redacted]
[redacted]	Feb 07	[redacted]						

* Indicates break in check sequence

Deposits and Other Credits

Date	Serial #	Amount	Description
Jan 27		[redacted]	[redacted]
Feb 03			
Feb 07			
Feb 23		.57	[redacted] PAID

Withdrawals and Other Debits

Date	Amount	Description
Jan 27	40.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 04:29PM 01/27/05 CARD 8654079154 ATM -AT 34908 EMERALD COAS DESTIN FL
Feb 01	42.00	DEBIT FOR FLEET CREDIT CRD EASE EPAY CO REF- 2686295501

Primary Account: 0021294144
Page 3 of 3
Enclosures 0
Jan 27, 2005 to Feb 23, 2005

48

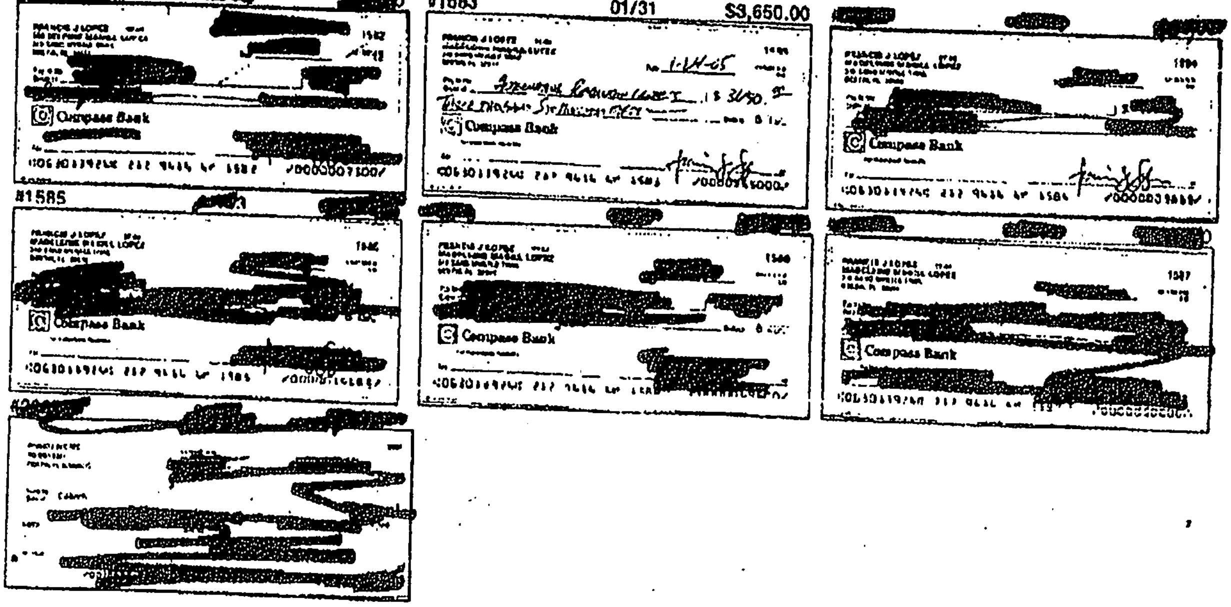
FRANCIS J LOPEZ

ALL BALANCES 0.499%

Image Items

[redacted] #1583 01/31 $3,650.00 [redacted]

#1585 [redacted]


Compass Bank
Compass Bank
Compass Bank
Compass Bank
Compass Bank
Compass Bank

Primary Account: 0021294144
Page 5 of 5
Enclosures 0
Oct 27, 2004 to Nov 24, 2004

46

FRANCIS J LOPEZ

[redacted] [redacted]

#1555 11/18 $700.00

#1556 11/18 $42.00

#1557 11/17 $23.60

#1558 11/16 $269.97

[redacted]

[redacted]

[redacted]

Primary Account: 0021294144
Page 2 of 2
Enclosures 0
Jan 27, 2006 to Feb 23, 2006

46

Compass Bank

FRANCIS J LOPEZ

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Jan 26	[redacted]	Feb 06	[redacted]	Feb 15	[redacted]
Jan 30		Feb 10		Feb 17	
Feb 01		Feb 13		Feb 23	

Periodic Account Summary

Year-to-date Interest	.64	Fees this Period	.00
Interest Paid this Period	.56	ANNUAL PERCENTAGE YIELD EARNED	0.50%
Int. Earned this Period	.56	Days in Period	28

Statement Period Rates

Effective January 27, 2006

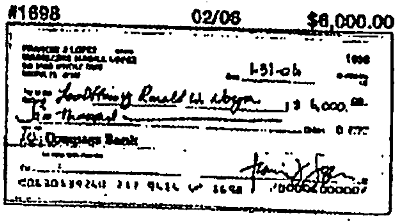
Balance	Rate
ALL BALANCES	0.499%

34995

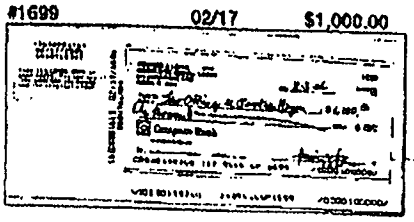
2121

Image Items

#1698 02/06 $6,000.00



#1699 02/17 $1,000.00



Primary Account: 0021294144
Page 1 of 3
Enclosures 0
Jul 27, 2005 to Aug 25, 2005

46

Compass Bank

00008818 1 AT 0.292 01 41

065 FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

If you have questions about your statement, call Customer Service at 1-800-239-4357.

Compassclub Account
0021294144

FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ

Interest Paid YTD 3.02

36991

Deposit Account Recap

Beginning Balance as of July 27, 2005
4 Deposits (Plus)
30 Withdrawals (Minus)
Interest Paid (Plus)
Ending Balance as of August 25, 2005

[redacted]

Account Checks by Serial Number

Serial	Date	Amount	Serial	Date	Amount	Serial	Date	Amount
1663	Aug 04	[redacted]	1666	Aug 08	1,000.00	[redacted]	Aug 09	[redacted]
1664	Aug 04	[redacted]	[redacted]	Aug 11	[redacted]	[redacted]	Aug 17	[redacted]
[redacted] 1665	Aug 12	2,500.00						

1966

* Indicates break in check sequence

Deposits and Other Credits

Date	Serial #	Amount	Description
Jul 27		[redacted]	[redacted]
Jul 28		[redacted]	[redacted]
Aug 03		[redacted]	[redacted]
Aug 23		[redacted]	[redacted]
Aug 25		[redacted]	[redacted]

Withdrawals and Other Debits

Date	Amount	Description
Aug 01	[redacted]	[redacted]
Aug 01	[redacted]	[redacted]
Aug 01	[redacted]	[redacted]
Aug 02	[redacted]	[redacted]
Aug 02	[redacted]	[redacted]

Primary Account: 0021294144
Page 3 of 3
Enclosures 0
Jul 27, 2005 to Aug 25, 2005

46

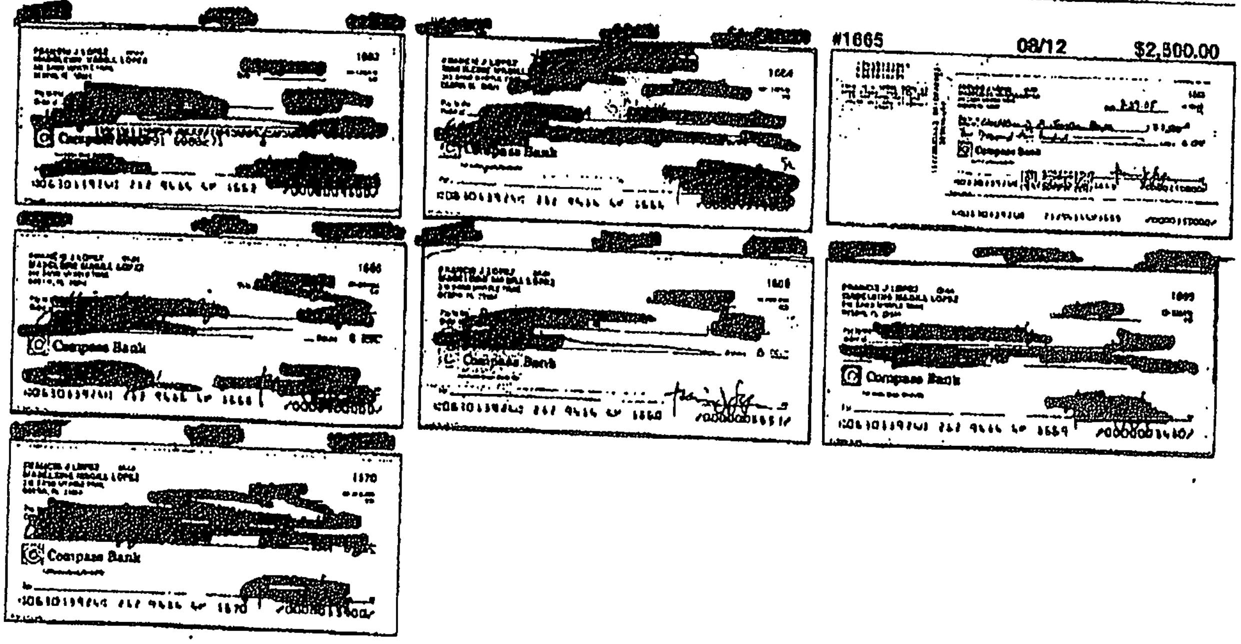
FRANCIS J LOPEZ

Statement Period Rates
Effective July 27, 2005

Balance	Rate
ALL BALANCES	0.499%

Image Items

#1665 08/12 $2,500.00



Deposition of Francis J. Lopez

Exhibit 4

JOSEPH S. FISCHBACH, ESQ. - SBN 70830
FISCHBACH & FISCHBACH
A Law Corporation
9300 Wilshire Boulevard, Suite 308
Beverly Hills, California 90212
Telephone: (310) 278-4015
Facsimile: (310) 278-2894

Attorneys for Francis Lopez

UNITED STATES BANKRUPTCY COURT

IN RE FRANCIS LOPEZ, Debtor	CASE NO. 05-05926-PBINVOL **DECLARATION OF STEVEN DAVIS OF THE ALTERNATE RESOLUTION CENTER(ARC)**

DEPOSITION EXHIBIT
4 Lopez

DECLARATION OF STEVEN DAVIS

That I, Steven Davis, say and declare as follows:

1. That I am the principal of ARC, an alternative dispute resolution service here in Los Angeles. That ARC administered a discovery referee pursuant to court order in the matter of *Lopez v. Stanly*, Case Number GIN029692.

2. That I received a telephone call from Alan Stanly, who made certain representations to me in connection with his request that I sign a statement indicating that there was an unpaid balance to ARC of approximately $1,500.00. That representations were made to me in that call, although I do not remember exactly what they were, and because I was very busy and did not have time to double or triple check the representations, I signed the statement.

3. Subsequently I received a call from Mr. Lopez inquiring as to why I would sign the statement since he did not owe ARC any money, and it appears after careful review of my records, that Mr. Lopez is correct. Mr. Lopez has no outstanding balance and my signature was obtained in error.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on January 19, 2006 at Los Angeles, California.

Steven Davis

Deposition of Francis J. Lopez

Exhibit 5

Primary Account: [redacted]
Page 1 of 5
Enclosures 0
Oct 27, 2004 to Nov 24, 2004

46

Compass Bank

00008247 1 AT 0.292 01 37

065 FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

We appreciate your business at Compass, and we want to make sure that you're aware of any changes to service charges that are associated with your account. Here's some information about a few of those service charges and miscellaneous fees.

Returned Deposited Item fee
Effective January 1, 2005, if a check (item) that you deposit is returned to us (for NSF or any other reason) you will be charged a Returned Deposited Item Fee of S6

Wire Transfer Fees
Effective January 1, 2005:
Incoming with fax confirmation S15, with mail/phone confirmation S17
Outgoing S20, with fax confirmation S23, with mail/phone confirmation S25
Outgoing Repetitive S18

Ordering your checks online could be a real trip!
Order your next box of checks online and you'll be entered to win a trip to Hawaii or Switzerland.

1. Visit compassweb.com
2. Click on the Sweepstakes ad and you will be directed to the check and accessory reordering site.
3. Reorder your checks or accessories to be automatically entered to win one of the hundreds of prizes (no purchase required - entries may be mailed).

If you have questions about your statement, call Customer Service at 1-800-239-4357.

Compassclub Account 0021294144

FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ

Interest Paid YTD 1.67

Deposit Account Recap

Beginning Balance as of October 27, 2004		[redacted]
6 Deposits	(Plus)	
60 Withdrawals	(Minus)	
Interest Paid	(Plus)	
Ending Balance as of November 24, 2004		

Account Checks by Serial Number

Serial	Date	Amount	Serial	Date	Amount	Serial	Date	Amount
1542	Oct 29	[redacted]	1549	Nov 17	[redacted]	1558	Nov 16	[redacted]
1543	Oct 29	[redacted]	1550	Nov 19	[redacted]	1559	Nov 18	[redacted]
1544	Oct 28	[redacted]	1552 *	Nov 17	[redacted]	1560	Nov 18	[redacted]
1545	Nov 12	[redacted]	1553	Nov 18	[redacted]	1562 *	Nov 19	[redacted]
1546	Nov 05	[redacted]	1555 *	Nov 18	[redacted]	1564 *	Nov 19	[redacted]
1547	Nov 15	[redacted]	1556	Nov 18	[redacted]	1565	Nov 23	[redacted]
1548	Nov 16	[redacted]	1557	Nov 17	[redacted]	1567 *	Nov 18	[redacted]

DEPOSITION EXHIBIT
5 Lopez

Primary Account: 0021294144
Page 2 of 5
Enclosures 0
Oct 27, 2004 to Nov 24, 2004

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Compass Bank

FRANCIS J LOPEZ

Account Checks by Serial Number (cont'd)

Serial	Date	Amount	Serial	Date	Amount	Serial	Date	Amount
1568	Nov 18	[redacted]	2004 *	Nov 19	[redacted]			

* Indicates break in check sequence

Deposits and Other Credits

Date	Serial #	Amount	Description
Oct 27		[redacted]	
Nov 01			
Nov 03			
Nov 12			
Nov 16			
Nov 18			
Nov 24			

Withdrawals and Other Debits

41758

Date	Amount	Description
Oct 28	18.01	DEBIT FOR CHECKCARD 8654079154 10/27/04 PAPA JOHN'S PIZZA #1737 8506503636 FL
Oct 28	10.00	DEBIT FOR CHECKCARD 8654079154 10/26/04 MURPHY USA DESTIN FL
Nov 01	[redacted]	[redacted]
Nov 01		
Nov 02	134.22	PURCHASE FROM DDA - Wal-Mart Super HONOR 13620024 11/02/04 CARD 8654079170 POS -AT 1362 WAL-SAMS DESTIN FL
Nov 02	40.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 09:32AM 11/02/04 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Nov 03	60.94	DEBIT FOR CHECKCARD 8654079154 11/02/04 BIG 10 TIRE 9 DESTIN FL
Nov 04	150.00	DEBIT FOR FLEET CREDIT CRD EASE EPAY CO REF- 2486482701
Nov 05	[redacted]	[redacted]
Nov 08	62.11	PURCHASE FROM DDA - Wal-Mart Super HONOR 13620012 11/06/04 CARD 8654079170 POS -AT 1362 WAL-SAMS DESTIN FL
Nov 08	40.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 12:48PM 11/06/04 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Nov 08	13.27	DEBIT FOR CHECKCARD 8654079154 11/05/04 EXXONMOBIL75 04531513 DESTIN FL
Nov 09	15.49	PURCHASE FROM DDA - EXXONMOBIL HONOR H5H8 11/09/04 CARD 8654079154 POS -AT RITZ FOOD STO DESTIN FL
Nov 10	40.13	DEBIT FOR CHECKCARD 8654079154 11/09/04 PANDA BUFFET OKALOOSA FT WALTON BEAFL
Nov 10	20.00	WITHDRAWAL FROM DDA - COMPASS BANK ATM937 01:42PM 11/10/04 CARD 8654079154 ATM -AT 34905 EMERALD COAS DESTIN FL
Nov 12	11.30	DEBIT FOR CHECKCARD 8654079154 11/10/04 TOM THUMB 118 CRESTVIEW FL
Nov 15	195.69	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 11/14/04 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL

1791

Primary Account: 0021294144
Page 3 of 5
Enclosures 0
Oct 27, 2004 to Nov 24, 2004

46

FRANCIS J LOPEZ

Withdrawals and Other Debits (cont'd)

Date	Amount	Description
Nov 15	45.70	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 11/14/04 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL
Nov 15	44.75	PURCHASE FROM DDA - Target 0740 Ma HONOR 07400073 11/14/04 CARD 8654079154 POS -AT 250 Miracle Strip Mary Este
Nov 15	23.39	DEBIT FOR CHECKCARD 8654079154 11/12/04 EXECUTIVE CAR WASH DESTIN FL
Nov 15	11.15	DEBIT FOR CHECKCARD 8654079154 11/12/04 MURPHY USA DESTIN FL
Nov 15	32.78	PURCHASE FROM DDA - Wal-Mart Super HONOR 13620029 11/15/04 CARD 8654079170 POS -AT 1362 WAL-SAMS DESTIN FL
Nov 16	61.50	DEBIT FOR CHECKCARD 8654079154 11/15/04 DAILY NEWS CLASSIFIED 850-8631111 FL
Nov 16	335.77	DEBIT FOR BK OF AMER VI/MC ONLINE PMT CO REF- CKF668997775POS
Nov 16	30.07	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 11/16/04 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL
Nov 17	22.84	DEBIT FOR CHECKCARD 8654079170 11/16/04 DESTIN ANIMAL MEDICAL CT DESTIN FL
Nov 17	30.61	PURCHASE FROM DDA - THE HOME DEPOT HONOR 00000017 11/17/04 CARD 8654079170 POS -AT 4385 COMMONS DRIVE DESTIN FL
Nov 17	[redacted]	[redacted]
Nov 18	47.21	DEBIT FOR CHECKCARD 8654079170 11/16/04 OLD TIME POTTERY DESTIN FL
Nov 18	21.09	DEBIT FOR CHECKCARD 8654079154 11/16/04 MURPHY USA DESTIN FL
Nov 18	350.26	DEBIT FOR UCS-CLICK TO PAY PAYMENT CO REF- D+M17N@562S9CTP
Nov 18	133.41	DEBIT FOR PROGRESSIVE INS. INS PREM CO REF- POL #37287380-2
Nov 18	128.34	DEBIT FOR AMER HOME SHIELD DEBITS CO REF- P00000004743042
Nov 18	18.27	PURCHASE FROM DDA - EXXONMOBIL HONOR H5H1 11/18/04 CARD 8654079154 POS -AT RITZ FOOD STO DESTIN FL
Nov 19	16.76	DEBIT FOR CHECKCARD 8654079154 11/17/04 CHINA TASTE II DESTIN FL
Nov 22	314.76	DEBIT FOR BIG 10 TIRE STOR EFT CHK NO- 1569 DESTFL
Nov 23	15.85	DEBIT FOR CLARKE AMERICAN CHK ORDERS CO REF- 000009000000157

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Oct 26	[redacted]	Nov 04	[redacted]	Nov 16	[redacted]
Oct 27		Nov 05		Nov 17	
Oct 28		Nov 08		Nov 18	
Oct 29		Nov 09		Nov 19	
Nov 01		Nov 10		Nov 22	
Nov 02		Nov 12		Nov 23	
Nov 03		Nov 15		Nov 24	

41759

1791

Primary Account: 0021294144
Page 6 of 6
Enclosures 0
Oct 27, 2004 to Nov 24, 2004

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FRANCIS J LOPEZ

Check	Date	Amount
#1552	11/17	$232.50
[redacted]		
[redacted]		
#1556	11/18	$42.00
#1557	11/17	$23.60
#1558	11/16	$289.97
[redacted]		
[redacted]		
[redacted]		
[redacted]		
[redacted]		
[redacted]		
[redacted]		
#2004	11/19	$379.00

41761

1791

Primary Account: 0021294144
Page 3 of 4
Enclosures 0
Sep 28, 2004 to Oct 26, 2004

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FRANCIS J LOPEZ

Withdrawals and Other Debits (cont'd)

Date	Amount	Description
Oct 26	12.26	DEBIT FOR CHECKCARD 8654079164 10/24/04 MURPHY USA DESTIN FL

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Sep 27	[redacted]	Oct 06	[redacted]	Oct 19	[redacted]
Sep 29	[redacted]	Oct 08	[redacted]	Oct 20	[redacted]
Sep 30	[redacted]	Oct 11	[redacted]	Oct 22	[redacted]
Oct 01	[redacted]	Oct 14	[redacted]	Oct 25	[redacted]
Oct 04	[redacted]	Oct 15	[redacted]	Oct 26	[redacted]
Oct 05	[redacted]	Oct 18	[redacted]		

		Periodic Account Summary	
Year-to-date Interest	1.23	Fees this Period	.00
Interest Paid this Period	.27	ANNUAL PERCENTAGE YIELD EARNED	0.50%
Int. Earned this Period	.27	Days in Period	29

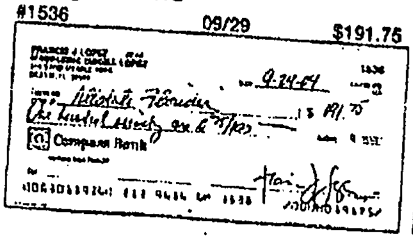
Statement Period Rates

Effective September 28, 2004

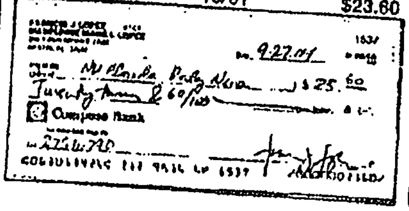
Balance	Rate
ALL BALANCES	0.499%

Image Items

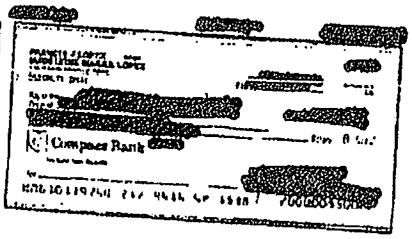
#1536 09/29 $191.75



#1537 10/01 $23.60



[redacted]



Deposition of Francis J. Lopez

Exhibit 6

Primary Account: 0021294144
Page 1 of 4
Enclosures 0
Sep 28, 2005 to Oct 26, 2005

Compass Bank

46

00008695 1 AT 0.292 01 41

065 FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

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Compassclub Account
0021294144

FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ

Interest Paid YTD 3.45

Deposit Account Recap

Beginning Balance as of September 28, 2005		[redacted]
4 Deposits	(Plus)	
29 Withdrawals	(Minus)	
Interest Paid	(Plus)	
Ending Balance as of October 26, 2005		

Account Checks by Serial Number

Serial	Date	Amount	Serial	Date	Amount	Serial	Date	Amount
1682	Sep 30	46.38	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
1683	Oct 06	1,000.00						

* Indicates break in check sequence

Deposits and Other Credits

Date	Serial #	Amount	Description
Sep 30		[redacted]	[redacted]
Oct 12			
Oct 20			
Oct 24			
Oct 26			

Withdrawals and Other Debits

Date	Amount	Description
Sep 28	18.45	DEBIT FOR CHECKCARD 8654079154 09/27/05 SUPERCUTS DESTIN FL
Sep 28	9.20	PURCHASE FROM DDA - CVS 3513 HONOR 13351305 09/27/05 CARD 8654079154 POS -AT 797 Hwy 98 E Destin FL
Sep 28	10.00	DEBIT FOR TEXACO PAYMENT CHECK PYMT CHK NO- 1681

DEPOSITION EXHIBIT
6 Lopez

Primary Account: 0021294144
Page 2 of 4
Enclosures 0
Sep 28, 2005 to Oct 26, 2005

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Compass Bank

FRANCIS J LOPEZ

Withdrawals and Other Debits (cont'd)

Date	Amount	Description
Oct 03	13.12	PURCHASE FROM DDA [redacted] HONOR 50096701 10/01/05 CA[redacted] POS -AT 711 E HWY 98 DESTIN FL
Oct 03	8.88	PURCHASE FROM DDA - WALGREEN COMPA INTLK IN3033 10/02/05 CARD 8654079154 POS -AT WALGREEN COMPANY M DESTIN FL
Oct 10	21.05	PURCHASE FROM DDA - WALGREEN COMPA INTLK IN3033 10/08/05 CARD 8654079170 POS -AT WALGREEN COMPANY M DESTIN FL
Oct 11	22.00	WITHDRAWAL FROM DDA - DESTIN OFFICE PLUS I5161N4F 10/11/05 CARD[redacted] ATM -AT @34901 EMERALD C P DESTIN FL
Oct 13	[redacted]	[redacted]
Oct 14	74.88	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 10/14/05 CARD 8654079170 POS -AT 15017 EMERALD COAS DESTIN FL
Oct 17	27.20	PURCHASE FROM DDA - WALGREEN COMPA INTLK IN3042 10/16/05 CARD 8654079154 POS -AT WALGREEN COMPANY M DESTIN FL
Oct 17	13.63	DEBIT FOR CHECKCARD 8654079154 10/15/05 WENDY'S #0105 Q25 FT WALTON BCHFL
Oct 18	20.00	DEBIT FOR CHECKCARD [redacted]0/17/05 DESTIN CINEMA 10 DESTIN FL
Oct 18	5.92	PURCHASE FROM DDA - WALGREEN COMPA INTLK IN3042 10/18/05 CARD 8654079154 POS -AT WALGREEN COMPANY M DESTIN FL
Oct 20	16.72	DEBIT FOR CHECKCARD 8654079154 10/18/05 PIZZA H012124 00700039 DESTIN FL
Oct 24	15.50	DEBIT FOR CHECKCARD 8654079154 10/22/05 RMP DESTIN COMMONS 14 DESTIN FL
Oct 24	12.80	PURCHASE FROM DDA - MCDONALD'S F24 HONOR 18651201 10/23/05 CARD 8654079154 POS -AT 12830 HWY 98 W DESTIN FL
Oct 24	8.60	DEBIT FOR CHECKCARD 8654079154 10/22/05 RMP DESTIN COMMONS 14 DESTIN FL
Oct 24	8.00	DEBIT FOR CHECKCARD 8654079154 10/22/05 WASH-N-JOE DESTIN FL
Oct 24	5.92	PURCHASE FROM DDA - WALGREEN COMPA INTLK IN3046 10/22/05 CARD 8654079154 POS -AT WALGREEN COMPANY M DESTIN FL
Oct 24	30.81	PURCHASE FROM DDA - WAL-MART #1362 HONOR 24136201 10/24/05 CARD 8654079170 [redacted]
[redacted]	[redacted]	[redacted]
* Oct 25	167.16	DEBIT FOR PROGRESSIVE INS. INS PREM CO REF- POL #37287380-4
* Oct 25	25.00	DEBIT FOR TEXACO PAYMENT CHECK PYMT CHK NO- 1685
Oct 26	7.11	PURCHASE FROM DDA - PUBLIX HONOR P0677019 10/25/05 CARD 8654079154 POS -AT 4425 COMMONS DR E DESTIN FL

37055

2027

Primary Account: 0021294144
Page 3 of 4
Enclosures 0
Sep 28, 2005 to Oct 28, 2005

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FRANCIS J LOPEZ

Withdrawals and Other Debits (cont'd)

Date	Amount	Description
Oct 26	[redacted]	[redacted]

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Sep 27	[redacted]	Oct 11	[redacted]	Oct 20	[redacted]
Sep 28	[redacted]	Oct 12	[redacted]	Oct 24	[redacted]
Sep 30	[redacted]	Oct 13	[redacted]	Oct 25	[redacted]
Oct 03	[redacted]	Oct 14	[redacted]	Oct 26	[redacted]
Oct 06	[redacted]	Oct 17	[redacted]		
Oct 10	[redacted]	Oct 18	[redacted]		

Periodic Account Summary

Year-to-date Interest	3.45	Fees this Period	.00
Interest Paid this Period	.16	ANNUAL PERCENTAGE YIELD EARNED	0.48%
Int. Earned this Period	.15	Days in Period	29

Statement Period Rates

Effective September 28, 2005

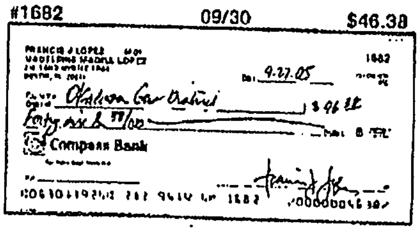
Balance	Rate
ALL BALANCES	0.499%

37056

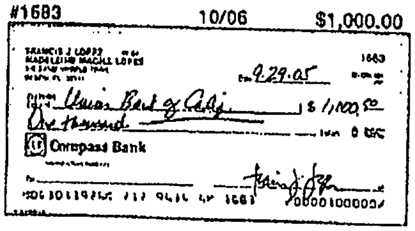
2027

Image Items

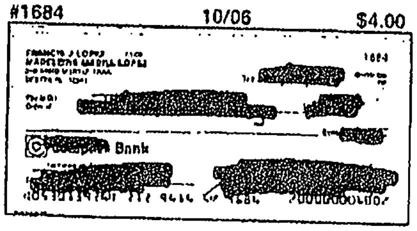
#1682 09/30 $46.38



#1683 10/06 $1,000.00



#1684 10/06 $4.00



Primary Account: 0021294144
Page 3 of 3
Enclosures 0
Aug 26, 2005 to Sep 27, 2005

46

FRANCIS J LOPEZ

Image Items

[redacted]

#1674 08/30 $19.50

FRANCIS J LOPEZ
MADELEINE MAGALI LOPEZ
1674
Pay to the order of Mother of Divine Providence [illegible] $ 19.50
Nineteen & 50/100
Compass Bank

[redacted]

09/08 $1,000.00

FRANCIS J LOPEZ
MADELEINE MAGALI LOPEZ
1676
8-31-05
Pay to the order of Union Bank of Calif. $ 1,000.00
One thousand
Compass Bank

[redacted]

37676

2018

Primary Account: 0021294144
Page 1 of 3
Enclosures 0
Aug 26, 2005 to Sep 27, 2005

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Compass Bank

00008899 1 AT 0.292 01 42

065 FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ
310 SAND MYRTLE TRL
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37673

Compassclub Account
0021294144

FRANCIS J LOPEZ
MADELEINE MAGILL LOPEZ

Interest Paid YTD 3.30

Deposit Account Recap

2018

Beginning Balance as of August 26, 2005		[redacted]
4 Deposits	(Plus)	
17 Withdrawals	(Minus)	
Interest Paid	(Plus)	
Ending Balance as of September 27, 2005		

Account Checks by Serial Number

Serial	Date	Amount	Serial	Date	Amount	Serial	Date	Amount
1673	Aug 31	[redacted]	1676	Sep 08	1,000.00	1679	Sep 19	[redacted]
1674	Aug 30		1677	Sep 15	[redacted]	1680	Sep 26	[redacted]
1675	Sep 07		1678	Sep 23	[redacted]			

Deposits and Other Credits

Date	Serial #	Amount	Description
Aug 30		[redacted]	[redacted]
Sep 02			
Sep 13			
Sep 21			
Sep 27			

Withdrawals and Other Debits

Date	Amount	Description
Aug 26	26.29	PURCHASE FROM DDA - THE HOME DEPOT HONOR 00000004 08/26/05 CARD 8654079154 POS -AT 4385 COMMONS DRIVE DESTIN FL

Deposition of Francis J. Lopez

Exhibit 7

Primary Account: 0021294144
Page 3 of 3
Enclosures 0
Jun 25, 2005 to Jul 26, 2005

46

FRANCIS J LOPEZ

Statement Period Rates
Effective June 25, 2005

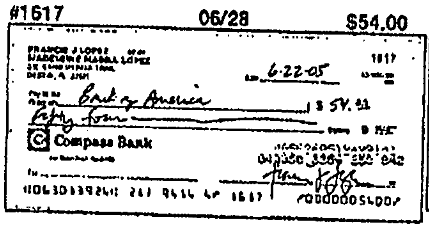
Balance	Rate
ALL BALANCES	0.499%

38358

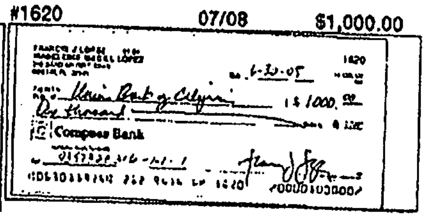
1942

Image Items

#1617 06/28 $54.00


1617
6-22-05
Bank of America
$ 54.00
Fifty four
Compass Bank

#1620 07/08 $1,000.00


1620
6-30-05
$ 1000.00
One thousand
Compass Bank

DEPOSITION EXHIBIT
4 Lopez

Primary Account: 0021294144
Page 3 of 3
Enclosures 0
Nov 26, 2005 to Dec 27, 2005

46

FRANCIS J LOPEZ

Periodic Account Summary

Year-to-date Interest	3.81	Fees this Period	.00
Interest Paid this Period	.20	ANNUAL PERCENTAGE YIELD EARNED	0.51%
Int. Earned this Period	.20	Days in Period	32

Statement Period Rates
Effective November 26, 2005

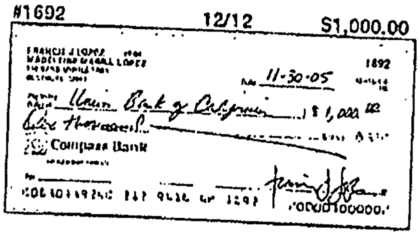
Balance	Rate
ALL BALANCES	0.499%

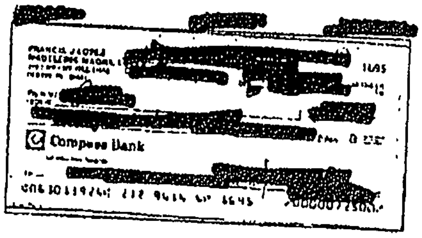
36252

2073

Image Items

#1692 12/12 $1,000.00


1692
11-30-05
Union Bank of California
$ 1,000.00
Compass Bank


[redacted]
Compass Bank

Primary Account: 0021294144
Page 3 of 3
Enclosures 0
Oct 27, 2005 to Nov 25, 2005

46

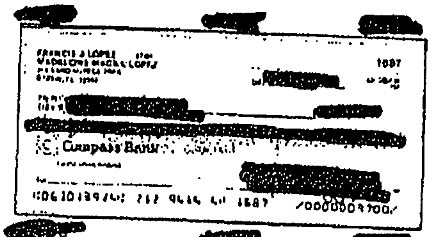
FRANCIS J LOPEZ

ALL BALANCES 0.499%

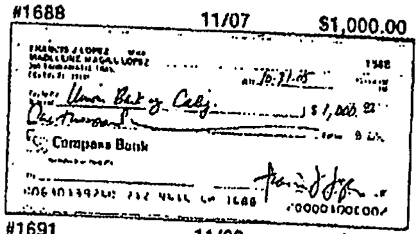
36034

2053

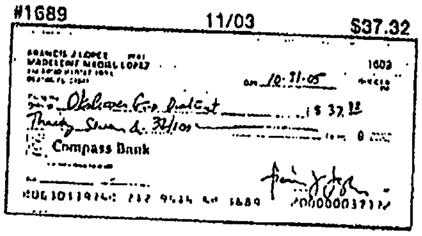
Image Items

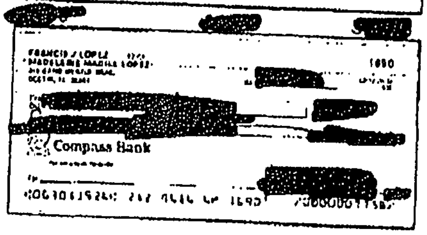

Compass Bank

#1688 11/07 $1,000.00

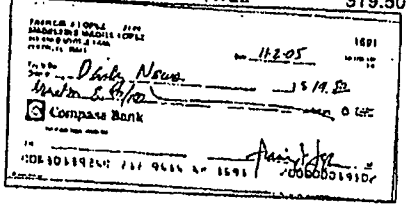

Compass Bank

#1689 11/03 $37.32


Compass Bank


Compass Bank

#1691 11/22 $19.50


Compass Bank

Deposition of Francis J. Lopez

Exhibit 8

Northwest Florida Daily News

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DESTIN FL 32541-3429

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DEPOSITION EXHIBIT
8 Lopez

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☐ Savings Account (Please enclose voided deposit slip)

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Name(s) on Account: ________ Account Number: ______

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Credit Card Account#: ________
Expiration Date: __/__ Verification Code: ______
Authorized Signature: ________ Date: ______

☐ Check box for address change or comment and complete on reverse

NW FLORIDA DAILY NEWS
P.O. Box 2949
Fort Walton Beach, FL 32549-2949

00FWN0003123310157990080600042000019495

2

BEND AND PEEL

NORTHWEST FLORIDA
Daily News
... .E"RACK RD. N.W. • P.O. DRAWER 2949
.. .VALTON BEACH, FLORIDA 32549
(850) 863-1212

Pd 1691 11/2/05

... OUR CONVENIENCE, A RETURN
... ESS LABEL IS PROVIDED
... MAILING YOUR
... "ANCE.

3

SUBSCRIPTION / RENEWAL RATES

LENGTH OF SUB.	RATE	+	TAX	=	TOTAL
[illegible]	[illegible]		[illegible]		[illegible]

**Newspapers in Education needs your financial support.*

SUBSCRIPTION EXPIRES ON ____________

neopost

$00.23

PLEASE NOTE:

Mailed From 32541

US POSTAGE

8-2

4

Daily News

200 Racetrack Road
Ft. Walton Beach, Fla. 32549
P.O. Box 2949

RECEIPT 27932

RECEIVED FROM ~~Wheez~~ Lopez, Francis

AMOUNT

DATE 5-17-05

FOR Circ Acct # 112331 (pst due + 3 mos)

$ 97.39

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	97.39	
AMT. PAID			CHECK		
BALANCE DUE			MONEY ORDER		

THANK YOU

BY [signature]

Deposition of Francis J. Lopez

Exhibit 9

cingular
raising the bar

Questions or Changes?
- cingular.com
- Toll Free 1 866 293-4834
- 611 from your wireless phone
- TTY users - 1 866 429-7TTY

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

SUMMARY OF MONTHLY CHARGES FOR ACCOUNT 0050443578

Date of Invoice: March 19, 2006

Previous Balance	Payments Received	Late Payment Charge	Total Adjustments	Balance Forward	Current Monthly Charges
389.24	-176.56	0.00	-212.68	0.00	-23.03

Total Credit Amount
-23.03

Your billing cycle began on February 19, 2006 and ended on March 18, 2006

Current Monthly Charges

Monthly Service	0.00
Monthly Usage	0.00
Charges	5 27
Credits	-11.67
Government Fees and Taxes	-16.63
Total Current Monthly Charges	-23.03

TOTAL CREDIT AMOUNT

CREDIT BALANCE - DO NOT PAY -23.03

SIGN UP TO RECEIVE WIRELESS AMBER ALERTS AT WWW.CINGULAR.COM/AMBERALERTS OR BY SENDING A TEXT MESSAGE WITH UP TO 5 ZIP CODES TO THE SHORT CODE AMBER (I.E. SEND SUBSCRIBE 12345 TO SHORT CODE 26237). CUSTOMERS CAPABLE OF RECEIVING TEXT MESSAGES CAN RECEIVE THESE GEOGRAPHICALLY SPECIFIED ALERTS. THERE IS NO CHARGE TO SIGN UP OR TO RECEIVE AMBER ALERTS. NORMAL AIRTIME CHARGES WILL APPLY IF YOU PLACE A CALL IN RESPONSE TO AN AMBER ALERT MESSAGE.

DEPOSITION EXHIBIT
9 Lopez

Note: => We Print on Front and Back

cingular
raising the bar
Account Name: FRANCIS LOPEZ

Please Return This Portion With Your Payment. Use of service or payment of this invoice indicates agreement with the General Terms and Conditions for wireless service.

Service # 7602080281
Account # 0050443578

☐ Yes, I want to enroll in REFT and have my monthly payments automatically deducted from the account on my enclosed check (see reverse - signature required).

☐ Check here for change of address (see reverse).

#BWNHNGB
#0000000504435785# W
1000633 01 MB 0.326 **AUTO T4 0 0318 32541.S.51.01.0034.0000

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

THIS IS NOT AN INVOICE - DO NOT PAY

CINGULAR WIRELESS - ATLYS
PO BOX 6444
CAROL STREAM, IL 60197-6444

00000000000000000000050443578500000000023038

cingular
raising the bar

Page: 1 of 6
Billing Cycle Date: 12/29/05 - 01/28/06
Account Number: 564028426

How To Contact Us:

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD) 1-866-241-6567

Wireless Number

760-212-9229

Previous Balance	182.89
Payment Posted	-90.72
Adjustments to Previous Balance	-145.18
CREDIT BALANCE	-53.01
Monthly Service Charges	7.99
Usage Charges	0.00
Credits/Adjustments/Other Charges	0.24
Government Fees & Taxes	0.69
TOTAL CURRENT CHARGES	8.92
Due Feb 18, 2006	
Late fees assessed after Feb 28	
Total Amount Due -$44.09	

This bill reflects charges that do not appear on the previous statement.

Corrections have been made to your previous Rollover balance, and credits for previous overcharges, if any, have been applied.

Return the portion below with payment to Cingular Wireless only.

P.O. BOX 755
ATWATER, CA 95301-0755

#BWNJSZT
#PAC0156402842664#
MB 01 005295 44200 H 34 A
FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN, FL 32541-3429

Account Number:	564028426
Total Amount Due:	-$44.09
Amount Paid:	$

** Please do not send correspondence with payment.*

Total Amount
Due by Feb 18, 2006

Please Make Check Payable To:

Cingular Wireless
PO Box 60017
Los Angeles, CA 90060-0017

91000564028426000000000000000892000000004409013

cingular
raising the bar

Page: 1 of 20
Billing Cycle Date: 01/11/06 - 02/10/06
Account Number: 00172347-030-61

How To Contact Us:

- 1-800-331-0500 or 611 from your wireless phone
- For Deaf / Hard of Hearing Customers (TTY/TDD) 1-866-241-6567

Wireless Numbers with Rollover

850-240-0397
850-687-9800

Previous Balance	114.91
Payments Posted	-114.91
BALANCE	0.00
Monthly Service Charges	93.98
Usage Charges	3.50
Credits/Adjustments/Other Charges	3.85
Government Fees and Taxes	15.07
TOTAL CURRENT CHARGES	116.40
Due Mar 05, 2006	
Late fees assessed after Mar 05	

Total Amount Due $116.40

Wireless AMBER Alerts

Sign up to receive Wireless AMBER Alerts at www.cingular.com/amberalerts or by sending a text message with up to 5 zip codes to the short code AMBER (i.e. send SUBSCRIBE 12345 to short code 26237). Customers capable of receiving text messages can receive these geographically specified alerts. There is no charge to sign up or to receive AMBER alerts. Normal airtime charges will apply if you place a call in response to an AMBER alert message.

PO BOX 772349 - (MOB)
OCALA, FL 34477-2349

#BWNHHBD
#001723476103028#
AV 02 029890 52709H143 A**5DGT
FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN, FL 32541-3429

Return the portion below with payment to Cingular Wireless only

Account Number:	00172347-030-61
Total Amount Due:	$116.40
Amount Paid:	$

* Please do not send correspondence with payment

Total Amount Due by Mar 05, 2006

Please Make Check Payable To:

Cingular Wireless
P.O. Box 31488
Tampa, FL 33631-3488

6100017234710300200602100000000116409O4

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raising the bar

FRANCIS LOPEZ
PO BOX 219
DESTIN FL 32540-0219

Questions or Changes?
- cingular.com
- Toll Free 1 866 293-4634
- 611 from your wireless phone
- TTY users - 1 866 429-7TTY

SUMMARY OF MONTHLY CHARGES FOR ACCOUNT 0050443578

Date of Invoice: May 19, 2005

Previous Balance	Payments Received	Late Payment Charge	Total Adjustments	Balance Forward	Current Monthly Charges
146.11	-146.11	0.00	0.00	0.00	151.18
					Total Amount Due
					151.18

Your billing cycle began on April 19, 2005 and ended on May 18, 2005

Current Monthly Charges

Monthly Service	149.20
Monthly Usage	4.50
Charges	4.24
Credits	-20.00
Government Fees and Taxes	13.24
Total Current Monthly Charges	**151.18**

TOTAL AMOUNT - Due Upon Receipt **151.18**

CINGULAR EXCLUSIVE! OFFICIAL STAR WARS (TM) RINGTONES, GRAPHICS & GAMES ARE NOW AVAILABLE FOR YOUR PHONE. PICK RINGTONES AND MORE FROM STAR WARS EPISODE III: REVENGE OF THE SITH, THE NEW BIG-SCREEN STAR WARS MOVIE IN THEATERS MAY 19, OR MAKE YOUR SELECTION FROM THE 5 PAST STAR WARS BLOCKBUSTERS. TO LOAD YOUR PHONE WITH EXCLUSIVE STAR WARS RINGTONES, GRAPHICS AND GAMES, GO TO MMODE, HIT WHAT'S HOT AND SELECT STAR WARS.

Note: =>
We Print on
Front and Back

Cingular Wireless

10/21/2005 02:16 PM

cingular

CLOSE WINDOW

Print this page

Payment Authorization

Page 3 of 3

Thank you for using Online Customer Service. Your transaction has been approved and your bank account will be charged $318.71 over the next few days.

Thank you for using Cingular Wireless Online Customer Service.

Payment Confirmation

Print this page

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FRANCIS LOPEZ
00172347 -030-61

Your payment has been successfully processed and will be noted immediately to your Cingular account.

To submit another one-time payment with a different payment method, select "Make Another Payment."

Confirmation number	QPCODC113390088
Amount	$266.42
Date	12/14/2005
Method	Checking account
Routing/transit number	xxxx[redacted]
Account number	xxxx[redacted]

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cingular
raising the bar

Page: 1 of 14
Billing Cycle Date: 12/11/05 - 01/10/06
Account Number: 00172347-030-61

How To Contact Us:

- 1-800-331-0500 or 611 from your wireless phone
- For Deaf / Hard of Hearing Customers (TTY/TDD) 1-866-241-6567

Wireless Numbers with Rollover

850-240-0397
850-687-9800

Previous Balance	373.36
Payments Posted	-373.36
BALANCE	0.00
Monthly Service Charges	93.98
Usage Charges	2.22
Credits/Adjustments/Other Charges	3.82
Government Fees and Taxes	14.89
TOTAL CURRENT CHARGES	114.91
Due Feb 02, 2006	
Late fees assessed after Feb 02	

Total Amount Due $114.91

Moving? Don't forget to take your Cingular Wireless Service with you. It's easy!
Go to www.cingular.com/moving to learn how.

PO BOX 772349 - (MOB)
OCALA, FL 34477-2349

#BWNHHBD
#001723476103028
AV 01 029016 42669H138 A**5DGT
FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN, FL 32541-3429

Return the portion below with payment to Cingular Wireless only.

Account Number: 00172347-030-61
Total Amount Due: $114.91
Amount Paid:
$

* *Please do not send correspondence with payment.*

Total Amount
Due by Feb 02, 2006

Please Make Check Payable To:

Cingular Wireless
P.O. Box 31488
Tampa, FL 33631-3488

61000172347103002006011000000011491207

2236

Customer Service
(850) 729-4700

Crestview Area
(850) 682-3017

Navarre/Santa Rosa Beach Area
(850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	3/27/06	4/21/06

Last Bill Amount	257.73
Payments	204.60-
Adjustments	.00
Unpaid Balance	53.13

Rate Class : RESIDENTIAL
Last payment amount/date: 204.60 3/03/06

	Service Period		Days	Meter Number	Meter Readings	
GS	2/17/06	3/21/06	32	J466820	Present	2555
					Previous -	2542
					Consumption	13

-----Calculations-----	
Consumption	13
Meter Mult.	X 1.006
Adj Cons	13.07
BTU Factor	X 1.039
Bill Therms	13.59

Service			Therm	Charge	Total
	Unpaid Balance				53.13
GS	CUSTOMER CHARGE			10.00	10.00
GS	COST OF GAS CHARGE		13.59	14.25	14.25
GS	DELIVERY CHARGE		13.59	5.93	5.93
	LATE CHARGE	3/21/06		3.48	3.48
		Total Amount Due			$86.79

pd 1156 86.79

Online at okaloosagas.com

####### REMEMBER #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas 1.0486
Delivery Charge .4361

CUT OFF INFORMATION

Your gas service is subject to disconnection if the Unpaid Balance listed on this statement is not paid within fifteen days of the above bill date. You will not receive further notice. If you have any questions please contact your nearest Okaloosa Gas office prior to the disconnect date.

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

cingular

Search

Welcome Francis Lopez

Account Number: 0050443578

Log Out

My Account

- summary
- manage/choose accounts
- add account
- update address

My Bill

- view bill and balance
- **make a payment**
- payment history
- payment options
- paperless billing

My Minutes

- view minutes

My Plan

- change rate plan

My Phone

- upgrade my phone
- add a line of service
- lost/broken phone
- equipment insurance
- warranty exchange

My Profile

- update profile
- change password

Payment Authorization

Page 3 of 3

Thank you for using Online Customer Service. Your transaction has been approved and your bank account will be charged **$176.56** over the next few days.

Thank you for using Cingular Wireless Online Customer Service.

Other Cingular Sites | Careers | Site Map | Contact Us | Privacy Policy | Terms of Use

Pay Bill

Payment Confirmation

Print this page

FRANCIS LOPEZ
00172347 -030-61

Your payment has been successfully processed and will be noted immediately to your Cingular account.

To submit another one-time payment with a different payment method, select "Make Another Payment."

Confirmation number	QPCODC148411629
Amount	$118.20
Date	04/11/2006
Method	Checking account
Routing/transit number	xxxx[redacted]
Account number	xxx[redacted]

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Pay Bill

Payment Confirmation

Print this page

FRANCIS LOPEZ
00172347 -030-61

Your payment has been successfully processed and will be noted immediately to your Cingular account.

To submit another one-time payment with a different payment method, select "Make Another Payment."

Confirmation number	QPCODC128897438
Amount	$114.91
Date	02/08/2006
Method	Checking account
Routing/transit number	xxxx[redacted]
Account number	xxxxxxxxx[redacted]

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7-11

Deposition of Francis J. Lopez

Exhibit 10

Coastal Community Insurance Ag
12139 Panama City Beach Pkwy
Panama City Beach, FL 32407
Phone : 850-230-0800 Fax : 850-230-0992

INVOICE #	1024	Page 1
ACCOUNT NO. LOPEFR2	OP FL	DATE 07/28/05
Flood Insurance Personal		
POLICY # LHQ336763		
COMPANY Landmark American Insurance Co		
PRODUCER Beth Martin 850-230-0800		
EFFECTIVE 07/30/05	EXPIRATION 07/30/06	BALANCE DUE ON 07/30/05
AMOUNT PAID		AMOUNT DUE $ 1,013.03

Frances Lopez
Madeline Lopez
310 sand Myrtle Trail
Destin, FL 32541

escrow acct to pay 8/22/05

Itm #	Due Date	Trn	Type	Description		Amount
INVOICE #	1024					
31520	07/30/05	REN	FLOP	Policy renewal	$	962.50
31521	07/30/05	SLT	FLOP	Surplus Lines Tax	$	50.53
				Invoice Balance:	$	**1,013.03**

DEPOSITION EXHIBIT
10 Lopez

Please make Check Payable to Coastal Community Insurance. We appreciate your business.

Deposition of Francis J. Lopez

Exhibit 11

COX COMMUNICATIONS www.cox.com

July 22, 2005
Account Number: 001 8710 003886502

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429-10

Previous Balance	Payments Received	Adjustments	Current Charges	Total Due	Due By
$232.60	$-237.98	$1.00	$115.80	$111.42	Aug 15, 2005

Current Charges as of July 22, 2005

Total Cable Services	68.44
Total Internet Services	39.95
Total Taxes	7.41
Total Current Charges	$115.80

Questions?
CUSTOMER SVC: 850-796-1269
REPAIR SVC: 850-796-1269
BUSINESS SVCS: 866-272-5777
On-Line: www.cox.com/gulfcoast

About Your Account

RETURNED CHECK CHARGE Each unpaid check returned to Cox Communications for non-sufficient funds will result in a $25.00 returned check charge withdrawn electronically. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

What's New From Cox

Did you know that Cox Offers many convenient ways to pay your bill?

1.) Directly deducted from your bank account or credit card with EasyPay.

2.) Securely on-line at www.cox.com

Continued on Reverse

DEPOSITION EXHIBIT
11 Lopez

COX COMMUNICATIONS

www.cox.com

August 21, 2005
Account Number: 001 8710 003886502

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429-10

Previous Balance	Payments Received	Adjustments	Current Charges	Total Due	Due By
$111.42	$-111.42	$0.00	$111.42	$111.42	Sep 15, 2005

Current Charges as of August 21, 2005

Total Cable Services	64.49
Total Internet Services	39.95
Total Taxes	6.98
Total Current Charges	$111.42

Questions?
CUSTOMER SVC: 850-796-1269
REPAIR SVC: 850-796-1269
BUSINESS SVCS: 866-272-5777
On-Line: www.cox.com/gulfcoast

About Your Account

RETURNED CHECK CHARGE Each unpaid check returned to Cox Communications for non-sufficient funds will result in a $25.00 returned check charge withdrawn electronically. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

What's New From Cox

On Tuesday July 26, Cox Communications launched TNT in High Definition. TNT-HD will carry NASCAR NEXTEL Cup and Busch Series Races through November and NBA basketball. In addition, TNT-HD features Original Movies, Original Series and Dramatic series like Law & Order, Alias, ER and much more.

TNT-HD will be included FREE in the HD programming package on channel 747.

Continued on Reverse

2

COX COMMUNICATIONS

www.cox.com

September 22, 2005

Account Number: 001 8710 003886502

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429-10

Previous Balance	Payments Received	Adjustments	Current Charges	Total Due	Due By
$111.42	$-111.42	$0.00	$111.42	$111.42	Oct 16, 2005

Current Charges as of September 22, 2005

Total Cable Services	64.49
Total Internet Services	39.95
Total Taxes	6.98
Total Current Charges	$111.42

pd 10/21/05
#1098

Questions?
CUSTOMER SVC: 850-796-1269
REPAIR SVC: 850-796-1269
BUSINESS SVCS: 866-272-5777
On-Line: www.cox.com/gulfcoast

About Your Account

High Speed Internet: With Cox High Speed Internet your internet connection is always on, with no logging in. It's the key to faster downloads with no more waiting for pages to load. And best of all, Cox High Speed Internet starts as low as $24.95 a month and includes FREE downloadable Security software. **PLEASE NOTE:** Your remittance address has changed.

What's New From Cox

Did you know that Cox Offers many convenient ways to pay your bill?

1.) Directly deducted from your bank account or credit card with EasyPay.

2.) Securely on-line at www.cox.com

3.) Cox retail locations - Face to face interaction with Cox employees, Kiosk payment machines, or Drop boxes

Continued on Reverse

11-22

A

COX COMMUNICATIONS

www.cox.com

January 21, 2006
Account Number: 001 8710 003886502

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429-10

Previous Balance	Payments Received	Adjustments	Current Charges	Total Due	Due By
$226.47	$-224.92	$2.00	$93.87	$97.42	Feb 15, 2006

Current Charges as of January 21, 2006

Total Cable Services	65.49
Total Internet Services	21.40
Total Taxes	6.98
Total Current Charges	$93.87

Questions?
CUSTOMER SVC: 850-796-1269
REPAIR SVC: 850-796-1269
BUSINESS SVCS: 866-272-5777
On-Line: www.cox.com/gulfcoast

About Your Account

Effective with your next bill, in order to keep pace with increasing programming costs, Limited Basic (ch. 2-24) will be adjusted by $.30 per month, from $11.07 to $11.37 and Expanded Service (ch. 25-70) will be adjusted by $2.19 per month, from $29.67 to $31.86. The new price for Standard Service (ch. 2-70) will be $43.23. All converters, except HD, DVR or HD/DVR converters will increase from $3.75 to $3.99. The $2.00 charge for Digital Additional outlets will be eliminated.

What's New From Cox

NHL ® CENTER ICE ® 1/2 SEASON OFFER: IF YOU LIVE HOCKEY, IT'S NOT TOO LATE TO GET NHL ® CENTER ICE ® ON DIGITAL CABLE. ORDER TODAY TO GET ALL THE ACTION FOR JUST $109 OR JUST FOUR PAYMENTS OF $27.25.

ESPN FULL COURT 1/2 SEASON OFFER: ONLY ESPN FULL COURT WILL BRING YOU UP TO 30 COLLEGE BASKETBALL GAMES FROM THE NATION'S TOP

Continued on Reverse

DEPOSITION EXHIBIT
11 Lopez

Deposition of Francis J. Lopez

Exhibit 12

1917

Customer Service (850) 729-4700 | **Crestview Area** (850) 682-3017 | **Navarre/Santa Rosa Beach Area** (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	10/21/05	11/15/05

Last Bill Amount	46.38
Payments	46.38-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 46.38 9/29/05

	Service Period		Days	Meter Number	Meter Readings	
GS	9/21/05	10/20/05	29	J466820	Present	2297
					Previous -	2278
					Consumption	19

-----Calculations-----

Consumption		19
Meter Mult.	X	1.006
Adj Cons		19.11
BTU Factor	X	1.040
Bill Therms		19.88

	Service	Therm	Charge	Total
GS	CUSTOMER CHARGE		10.00	10.00
GS	COST OF GAS CHARGE	19.89	18.65	18.65
GS	DELIVERY CHARGE	19.89	8.67	8.67

Total Amount Due $37.32

pd 1689

DEPOSITION EXHIBIT 12 Lopez

Online at okaloosagas.com

####### REMEMBER #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .9378
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

1921

Customer Service (850) 729-4700

Crestview Area (850) 682-3017

Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	9/23/05	10/18/05

Last Bill Amount	47.37
Payments	47.37-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 47.37 9/21/05

	Service Period		Days	Meter Number	Meter Readings	
GS	8/15/05	9/21/05	37	J466820	Present	2278
					Previous -	2256
					Consumption	22

-----Calculations-----

Consumption	22
Meter Mult.	X 1.006
Adj Cons	22.13
BTU Factor	X 1.040
Bill Therms	23.02

Service		Therm	Charge	Total
GS CUSTOMER CHARGE			10.00	10.00
GS COST OF GAS CHARGE		23.03	21.60	21.60
GS DELIVERY CHARGE		23.03	10.04	10.04
LATE CHARGE	9/13/05		4.74	4.74
	Total Amount Due			$46.38

Pd #1682 9/28/05

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .9378
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

1950

Customer Service (850) 729-4700

Crestview Area (850) 682-3017

Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	8/19/05	9/13/05

Last Bill Amount	34.10
Payments	34.10-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 34.10 8/08/05

	Service Period		Days	Meter Number	Meter Readings	
GS	7/20/05	8/15/05	26	J466820	Present	2256
					Previous -	2230
					Consumption	26

-----Calculations-----

Consumption		26
Meter Mult.	X	1.006
Adj Cons		26.15
BTU Factor	X	1.039
Bill Therms		27.18

Service	Therm	Charge	Total
GS CUSTOMER CHARGE		10.00	10.00
GS COST OF GAS CHARGE	27.20	25.51	25.51
GS DELIVERY CHARGE	27.20	11.86	11.86
Total Amount Due			$47.37

pd

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .9378
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

1803

Customer Service (850) 729-4700 | **Crestview Area** (850) 682-3017 | **Navarre/Santa Rosa Beach Area** (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	7/22/05	8/16/05

Last Bill Amount	44.33
Payments	44.33-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 44.33 7/20/05

	Service Period		Days	Meter Number	Meter Readings	
GS	6/15/05	7/20/05	35	J466820	Present	2230
					Previous -	2212
					Consumption	18

-----Calculations-----

Consumption		18
Meter Mult.	X	1.006
Adj Cons		18.10
BTU Factor	X	1.038
Bill Therms		18.80

Service		Therm	Charge	Total
GS CUSTOMER CHARGE			10.00	10.00
GS COST OF GAS CHARGE		18.80	12.29	12.29
GS DELIVERY CHARGE		18.80	8.20	8.20
LATE CHARGE	7/18/05		3.61	3.61
	Total Amount Due			$34.10

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .6535
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

12 - 4

1831

Customer Service (850) 729-4700 | Crestview Area (850) 682-3017 | Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	6/21/05	7/18/05

Last Bill Amount	82.74
Payments	82.74-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 82.74 6/15/05

	Service Period		Days	Meter Number	Meter Readings		-----Calculations-----	
GS	5/16/05	6/15/05	30	J466820	Present	2212	Consumption	23
					Previous -	2189	Meter Mult.	X 1.006
					Consumption	23	Adj Cons	23.13
							BTU Factor	X 1.033
							Bill Therms	23.90

Service		Therm	Charge	Total
GS CUSTOMER CHARGE			10.00	10.00
GS COST OF GAS CHARGE		23.92	15.63	15.63
GS DELIVERY CHARGE		23.92	10.43	10.43
LATE CHARGE	6/13/05		8.27	8.27
	Total Amount Due			$44.33

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .6535
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

1850

Customer Service (850) 729-4700

Crestview Area (850) 682-3017

Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	1/25/06	2/21/06

Last Bill Amount	322.25
Payments	322.25-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 322.25 1/20/06

	Service Period		Days	Meter Number	Meter Readings	
GS	12/19/05	1/19/06	31	J466820	Present	2526
					Previous -	2441
					Consumption	85

-----Calculations-----		
Consumption		85
Meter Mult.	X	1.006
Adj Cons		85.51
BTU Factor	X	1.050
Bill Therms		89.79

Service		Therm	Charge	Total
GS CUSTOMER CHARGE			10.00	10.00
GS COST OF GAS CHARGE		89.80	133.73	133.73
GS DELIVERY CHARGE		89.80	39.16	39.16
LATE CHARGE	1/16/06		21.71	21.71
	Total Amount Due			$204.60

pd 1140 204.60

Online at okaloosagas.com

####### REMEMBER #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas 1.4892
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

12-6

Okaloosa Gas District

... The Difference is Our Service

Please return this portion with your payment. When paying in person, please bring this entire bill with you. Page 1

SERVICE ADDRESS			
310 SAND MYRTLE TRL			
ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	11/18/05	12/13/05

Total Amount Due **$95.56**

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

REMIT TO:

OKALOOSA GAS DISTRICT
PO BOX 548
VALPARAISO, FL 32580-0548

000232079000074786000955б

1893

Customer Service (850) 729-4700

Crestview Area (850) 682-3017

Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	11/18/05	12/13/05

Rate Class : RESIDENTIAL
Last payment amount/date: 37.32 11/02/05

Last Bill Amount	37.32
Payments	37.32-
Adjustments	.00
Unpaid Balance	.00

	Service Period		Days	Meter Number
GS	10/20/05	11/15/05	26	J466820

Meter Readings	
Present	2339
Previous -	2297
Consumption	42

-----Calculations-----

Consumption	42
Meter Mult.	X 1.006
Adj Cons	42.25
BTU Factor	X 1.051
Bill Therms	44.41

Service		Therm	Charge	Total
GS	CUSTOMER CHARGE		10.00	10.00
GS	COST OF GAS CHARGE	44.44	66.18	66.18
GS	DELIVERY CHARGE	44.44	19.38	19.38
	Total Amount Due			$95.56

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas 1.4892
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

Deposition of Francis J. Lopez

Exhibit 13

PROGRESSIVE
DIRECT

Site Map | Log Out | Contact Us | 1-877-280-8418 | FAQs

Francis J Lopez
Policy#: 37287380-4
08/08/05 to 02/08/06

Home | **Your Policy** | Claims Service | Resource Center

Billing and payments > Make a payment

Policy Summary
Make Your Payment
Quote Changes
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Get Forms & Documents

Customer Service
1-877-280-8418

Make a Payment

Confirmation of credit card payment

Thank you for your payment! You will receive a confirmation e-mail shortly. Please allow at least one business day for payment to appear on your policy summary.

Printer friendly version of your confirmation page

Confirmation number:	**001268**
Policy number:	37287380-4
Payment amount:	$162.04
Payment receipt date:	2/7/2006
Credit card number:	****-****-****[redacted]
Expiration date:	[redacted]

The policy will renew effective 02/08/2006 with no lapse in coverage.

Return to Billing and Payments

Terms & Conditions Privacy & Security Policy
Copyright © 1995 - 2005 Progressive Halcyon Insurance Company. Patent Pending. All Rights Reserved.
Your policy is underwritten by: Progressive Auto Pro Ins. Company

DEPOSITION EXHIBIT
13 Lopez

12-1

PROGRESSIVE DIRECT

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Francis J Lopez
Policy#: 37287380-4
08/08/05 to 02/08/06

Home Your Policy Claims Service Resource Center

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1-877-280-8418

Make a Payment

Confirmation of credit card payment

Thank you for your payment! You will receive a confirmation e-mail shortly. Please allow at least one business day for payment to appear on your policy summary.

Printer friendly version of your confirmation page

Confirmation number:	**001444**
Policy number:	37287380-4
Payment amount:	$324.32
Payment receipt date:	1/20/2006
Credit card number:	****-****-****-[redacted]
Expiration date:	[redacted]

The policy will renew effective 02/08/2006 with no lapse in coverage.

Return to Billing and Payments

Terms & Conditions Privacy & Security Policy

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Your policy is underwritten by: Progressive Auto Pro Ins. Company

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DIRECT

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Home Your Policy Claims Service Resource Center

Pr
08/

Billing and payments > Make a payment

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Quote Changes
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Customer Service
1-877-280-8418

Make a Payment

Confirmation of one time EFT payment

Thank you for your payment! You will receive a confirmation e-mail shortly. Please a least one business day for payment to appear on your policy summary.

Printer friendly version

Confirmation number:	05082213540
Policy number:	37287380-4
Payment amount:	$157.20
Payment receipt date:	8/22/2005
Routing number:	****[redacted]
Account number:	***************[redacted]

The policy will renew effective 08/08/2005 with no lapse in coverage.

Return to Billing and Payments

VeriSign Secured

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Your policy is underwr
Progressive Auto Pro In

PROGRESSIVE DIRECT
P.O. BOX 31260
TAMPA, FL 33631

PROGRESSIVE DIRECT

Policy number: 37287380-4
Underwritten by:
Progressive Auto Pro Ins. Company
December 23, 2005
Policy Period: Aug 8, 2005 - Feb 8, 2006
Page 1 of 1

FRANCIS J LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

Auto Insurance Bill

Remaining balance	$319.32
Payments remaining	0
Minimum amount due	**$319.32**
Due date	**January 8, 2006**

To maintain your coverage, please pay at least the minimum amount due by the due date. Any amount you pay above your minimum will be credited to your next payment due.

Billing detail for December 18, 2005 - December 23, 2005

Current amount	$311.32
Late fee	5.00
Service charge	3.00
Minimum amount due	$319.32

Payments received after December 23 will appear on your next statement.

319.32
SVC FEE 5.00
324.32

pd 324.32 IN FULL

CONF. 001444

progressive.com
Online Service
Make payments, check billing activity, update policy information or check status of a claim.

800-999-8781
Automated Customer Service
Pay by phone, verify last payment received or due date of next payment

800-888-7764
Customer Service
Ask questions about your bill or coverage and make policy changes 24 hours a day, 7 days a week **Se habla español.**

You can save time and money by selecting electronic funds transfer (EFT) as your payment method. EFT electronically transfers your payments from your checking account directly to Progressive Direct. It's an easy way to pay your premiums on time and it saves you money on service charges. Call 800-888-7764 to sign up

Payment Coupon

Remaining balance	$319.32
Minimum amount due	**$319.32**
Due date	**January 8, 2006**
Amount enclosed	$

PROGRESSIVE DIRECT
DEPT 0586
CAROL STREAM IL 60132-0586

Policy number: 37287380-4
Policyholder: FRANCIS J LOPEZ

For immediate payment - go to progressive.com or call 800-999-8781 and get instant confirmation.

If you pay by check, please allow 5 to 7 days for your payment to reach us. Write your policy number on the check and make it payable to Progressive Auto Pro Ins. Company.

Do not write below this section of coupon.
KN-70676 Form 6266 (11/00)
Auto Insurance Bill

0529372873804094409 0031932 0031932 5200029 3496929 008708080505

PROGRESSIVE DIRECT
P.O. BOX 31260
TAMPA, FL 33631

PROGRESSIVE DIRECT

Policy number: 37287380-5
Underwritten by:
Progressive Auto Pro Ins. Company
January 5, 2006
Policy Period: Feb 8, 2006 - Aug 8, 2006

FRANCIS J LOPEZ
310 SAND MYRTLE TRAIL
DESTIN, FL 32541

Renewal bill and policy information is enclosed

Thank you for being a Progressive Direct customer since 2003

Your current policy will expire on February 8, 2006 at 12:01 a.m.

Please review your policy documents today

We send your renewal policy information early so that you have the opportunity to review it at your convenience. Your Auto Insurance Coverage Summary lists drivers and household residents, current driving history, the vehicles insured, the coverages selected and the premiums by coverage. Insurance Identification Cards are also enclosed.

Premium and payment information

Renewal policy premium	$954.00
Minimum amount due	**$162.04**
Due date	**February 8, 2006**

pay

pd EFT 2/7/06
162.04

As a reminder, there is a balance due on your current policy in the amount of $319.32, due on January 8, 2006. After you pay the current policy balance, please pay at least the minimum amount due by the due date listed above to renew your policy. To pay with a check or credit card by phone, call Customer Service at 800-888-7764 or login to progressive.com. Contact Customer Service for information about a Paid in Full discount.

Please see reverse side for additional information.

Continued on back

Payment Coupon

Minimum amount due	**$162.04**
Due date	**February 8, 2006**
Amount enclosed	$

PROGRESSIVE DIRECT
PO BOX 4644
CAROL STREAM IL 60197-9605

Policy number: 37287380-5
Policyholder: FRANCIS J LOPEZ

For immediate payment - go to progressive.com or call 800-999-8781 and get instant confirmation.

If you pay by check, please allow 5 to 7 days for your payment to reach us. Write your policy number on the check and make it payable to Progressive Auto Pro Ins. Company.

Do not write below this section of coupon.
KH-70676

053937287380509406 0048136 0127632 5200031 9414885 008702080600

Deposition of Francis J. Lopez

Exhibit 14

ACCOUNT NUMBER	CLOSING DATE	NEW BALANCE	MINIMUM PAYMENT DUE
77-917-6550-1	08-11-05	281.40	10.00

PAYMENT DUE DATE 09-05-05

PLEASE INDICATE AMOUNT PAID

PROCESSING CTR
DES MOINES IA 50359-0001

PLEASE MAKE CHECK PAYABLE TO SHELL
KINDLY RETURN THIS STUB AND WRITE YOUR ACCOUNT NUMBER ON THE PAYMENT.

ARC
00

FOR ADDRESS CORRECTION, INDICATE BELOW

TX09-017966-23456789
FRANCIS LOPEZ
PO BOX 219
DESTIN FL 32540-0219

7791765501 0010008 011000000000281409 911

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	18	50

SEND INQUIRIES TO: GASOLINE CARD CENTER
P.O. BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-480-9119

TRANS DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR-CREDIT)
07-22			PAYMENT - THANK YOU		65.00CR

S24016 Rev. 02/05 Pr. (07/05)

SHELL V-POWER PREMIUM GASOLINE ACTIVELY CLEANS FOR BETTER PERFORMANCE. USE YOUR SHELL GASOLINE CARD TO TRY SHELL V-POWER TODAY.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
340.99	65.00	.00		5.41	.00	281.40

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
08-11-05	21.24%	09-05-05		10.00

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05819%	21.24%	$1.50	299.91	5.41		31
CASH ADVANCES	.05819%	21.24%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. PLEASE KEEP THIS PORTION FOR YOUR RECORDS

A017966 1

TX/SH

DEPOSITION EXHIBIT
14

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY 65	CASH AVAILABILITY 50

SEND INQUIRIES TO: GASOLINE CARD CENTER
P.O. BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-490-9119

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR - CREDIT)
08-14			PAYMENT - THANK YOU		50.99CR

S24016 Rev 02/05 Prt. (07/05)

SHELL V-POWER PREMIUM GASOLINE ACTIVELY CLEANS FOR BETTER PERFORMANCE. USE YOUR SHELL GASOLINE CARD TO TRY SHELL V-POWER TODAY.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
281.40	50.99	.00		4.30	.00	234.71

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
09-11-05	21.49%	10-06-05		10.00

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05887%	21.49%	$2.00	235.62	4.30		31
CASH ADVANCES	.05887%	21.49%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION — PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

A017828 1

TX/SH

M-2

ACCOUNT NUMBER	CLOSING DATE	NEW BALANCE	MINIMUM PAYMENT DUE
77-917-6550-1	12-12-05	306.28	40.16

PAYMENT DUE DATE
01-06-06

PLEASE INDICATE AMOUNT PAID

PROCESSING CTR
DES MOINES IA 50359-0001

PLEASE MAKE CHECK PAYABLE TO SHELL
KINDLY RETURN THIS STUB AND WRITE YOUR ACCOUNT NUMBER ON THE PAYMENT.

ARC
05

FOR ADDRESS CORRECTION, INDICATE BELOW

TX09-016501-0
FRANCIS LOPEZ

310 SAND MYRTLE TRL
DESTIN FL 32541-3429

7791765501 0040164 0110000000000306286 911

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	0	0

SEND INQUIRIES TO. GASOLINE CARD CENTER
P.O. BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-480-9119

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)

Pd 180.00
Conf #1201

OVERSIGHT IN PUTTING YOUR PAYMENT IN THE MAIL? CALL 1-800-932-6728 TO PAY BY CHECK OVER THE PHONE 24 HOURS A DAY. HAVE YOUR CHECKBOOK READY WHEN YOU CALL.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
278.85	.00	.00		7.43	20.00	306.28

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
12-12-05	30.99%	01-06-06	6.28	40.16

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.08490%	30.99%	$2.00	282.31	7.43		31
CASH ADVANCES	.08490%	30.99%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

S24615 Rev. 02/05 Pt. 1(2/05)

016501 1

TX/SH

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	71	50

SEND INQUIRIES TO: GASOLINE CARD CENTER
P.O. BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-490-9119

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR-CREDIT)
09-26			PAYMENT - THANK YOU		10.00CR

pd 25.-
1685 10/20/05

32016 Rev. (02/05 Prt. 05/05)

YOUR SHELL CARD JUST GOT BETTER! IT CAN NOW BE ACCEPTED AT PARTICIPATING JIFFY LUBE LOCATIONS!

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
234.71	10.00	.00		4.13	.00	228.84

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
10-11-05	21.74%	11-05-05		10.00

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05956%	21.74%	$2.00	231.14	4.13		30
CASH ADVANCES	.05956%	21.74%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

A017259 1

TX/SH

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	21	50

SEND INQUIRIES TO: GASOLINE CARD CENTER
P.O BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-490-9119

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
10-24			PAYMENT - THANK YOU		25.00CR
10-27	301664018761	8001	1009 HWY 98 DESTIN FL	0461368	70.31
			TOTAL CARD 8001		70.31**

pd 1093

NEED MORE SHELL GASOLINE CARDS FOR FAMILY MEMBERS?
JUST CALL CUSTOMER SERVICE AND ASK. THEY ARE AVAILABLE
AT NO ADDITIONAL COST!

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
228.84	25.00	70.31		4.70	.00	278.85

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
11-11-05	21.99%	12-06-05		10.00

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.06024%	21.99%	$2.00	251.68	4.70		31
CASH ADVANCES	.06024%	21.99%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. PLEASE KEEP THIS PORTION FOR YOUR RECORDS

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	0	0

SEND INQUIRIES TO: CREDIT CARD C
P.O. BOX 9151
DES MOINES, IA 50388-9151
TEXACO CARDHOLDERS CALL (1-800-839-2267)
SHELL CARDHOLDERS CALL (1-800-480-9119)

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
06-27			PAYMENT - THANK YOU		35.00CR

Pd 50.99 8/9/05

S24016 Rev. 04/04 Prt. (05/05)

PLEASE SEE THE ENCLOSED NOTICE OF CHANGE IN TERMS TO YOUR CARD AGREEMENT FOR IMPORTANT INFORMATION REGARDING CHANGES TO YOUR CARD AGREEMENT.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
350.20	35.00	.00		5.79	20.00	340.99

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
07-11-05	20.99%	08-05-05	40.99	50.99

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05750%	20.99%	$1.50	335.65	5.79		30
CASH ADVANCES	.05750%	20.99%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. PLEASE KEEP THIS PORTION FOR YOUR RECORDS

A018102 1

TX/SH

Deposition of Francis J. Lopez

Exhibit 15

verizonwireless

P.O.BOX 105378
ATLANTA, GA 30348

December 4, 2005

Page 1 of 3

Account number
#19553866-00001
Invoice number
1138911944

To Make A Payment
Online: verizonwireless.com (My Account)
Phone: #PMT (#768) or #BAL (#225) from your wireless phone. Airtime free.
Mail Payment: Verizon Wireless
PO Box 660108
Dallas, TX 75266-0108

10000457 1 AT 0.292 00 AUTO T3 0 12046 32541-3429 HOMG0462

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

Contact Us
Online: verizonwireless.com
Phone: *611 or 1-800-922-0204 Airtime free.
Mail Letters: Verizon Wireless
P.O.Box 105378
Atlanta, GA 30348

Account summary

Previous charges

Previous balance	$37.98
Payment received 11/19 - Thank you	-37.98
Balance forward	$.00

Current charges

Total current charges	$.00
Total Amount	**$.00**

A late payment charge applies for unpaid balances. The charge is the greater of $5 or 1.5% per month or as permitted by law, and are liquidated damages, not a penalty.

Bill date December 4, 2005 VE

DEPOSITION EXHIBIT
15

verizon wireless

P.O.BOX 105378
ATLANTA, GA 30348

[redacted]

September 21, 2005

Page 1 of 3

Account number
819553806-00001
Invoice number
1117514776

To Make A Payment
Online: verizonwireless.com (My Account)
Phone: #PMT (#768) or #BAL (#225) from your wireless phone. Airtime free.
Mail Payment: Verizon Wireless
PO Box 660108
Dallas, TX 75266-0108

Contact Us
Online: verizonwireless.com
Phone: *611 or 1-800-922-0204 Airtime free.
Mail Letters: Verizon Wireless
P.O.Box 105378
Atlanta, GA 30348

10000447 1 AT 0.282 00 AUTO T3 0 1931E 32541-3429 1 84 HOMG2102

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

Verizon Wireless news

DONATE TO THE RED CROSS HURRICANE RELIEF EFFORTS USING TEXT MESSAGING

To participate, you can send the word 'HELP' as a text message to the address 24357 (2HELP). You will receive a reply message asking to confirm a donation to the American Red Cross of $5.00 (five dollars). To do so, press "Y" on your keypad, and send the message. Customers wishing to donate more than once can send up to four additional text messages to 24357 for a total contribution of $25.00. The donations will appear on your next monthly bill, and the entire amount of each donation will be provided to the American Red Cross to be used for Hurricane Katrina relief efforts. Standard text messaging rates apply, and will be donated by Verizon Wireless to the American Red Cross when the program is completed. Program ends 10/31/05.

Account summary

Previous charges

Previous balance	$65.26
Payment received 09/10 - Thank you	-65.26
Balance forward	$.00

Current charges

Monthly charges	25.00
Verizon Wireless surcharges and other charges and credits	.53
Taxes, governmental surcharges and fees	4.46
Total current charges	$29.99

Total Amount Due by October 16, 2005 **$29.99**

A late payment charge applies for unpaid balances. The charge is the greater of $5 or 1.5% per month or as permitted by law, and are liquidated damages, not a penalty.

(Cancelled 10/4/05
wait for final bill, which will
reflect credit)

---

verizon wireless

Payment coupon
Please return this portion with your check or money order made payable to **Verizon Wireless.**

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN, FL 32541-3429

Bill date September 21, 2005 VE
Account number 819553806-00001
Invoice number 1117514776

Balance forward	$.00
Current charges	$29.99
AMOUNT DUE BY 10/16/05	$29.99

MAKE CHECK PAYABLE TO
VERIZON WIRELESS
Amount enclosed

$ ☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

111751477601081955380600001000002999000002999 5

verizon wireless [redacted]

P.O.BOX 105378
ATLANTA, GA 30348

10000451 1 AT 0.292 00 AUTO T4 1 18218 32541-3429 1 846 HOMG2102

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

August 21, 2005

Account number
819553906-00001
Invoice number
1108534498

To Make A Payment
Online: verizonwireless.com (My Account)
Phone: #PMT (#768) or #BAL (#225) from your wireless phone. Airtime free.
Mail Payment: Verizon Wireless
PO Box 660108
Dallas, TX 75266-0108

Contact Us
Online: verizonwireless.com
Phone: *611 or 1-800-922-0204 Airtime free.
Mail Letters: Verizon Wireless
P.O.Box 105378
Atlanta, GA 30348

Verizon Wireless news

Administrative Charge
Verizon Wireless will implement an Administrative Charge for customers effective October 1, 2005. See back page for details.

Account summary

Previous charges

Previous balance	$276.78
Payment received 08/03 - Thank you	-276.78
Balance forward	$.00

Current charges

Monthly charges	40.32
Verizon Wireless surcharges and other charges and credits	16.14
Taxes, governmental surcharges and fees	8.80
Total current charges	$65.26

Total Amount Due by September 16, 2005 $65.26

A late payment charge applies for unpaid balances. The charge is the greater of $5 or 1.5% per month or as permitted by law, and are liquidated damages, not a penalty.

15-3

Deposition of Francis J. Lopez

Exhibit 16

VALLEY FORGE LIFE INSURANCE COMPANY
PO Box 305153
Nashville, TN 37230-5153
1-800-437-8854

PAYMENT NOTICE

LOPEZ,MADELEINE
310 SAND MYRTLE TRL
DESTIN FL 32541

POLICY NO.	INSURED	DUE DATE	DESCRIPTION	AMOUNT
VITU045825	LOPEZ,FRANCIS J	02/05/06	ANNUAL PREMIUM DUE	$486.40

IMPORTANT INFORMATION: AMOUNT DUE $486.40

Paying by check authorizes Valley Forge Life Insurance Company to send the information from your check electronically to your bank for payment. Your account will be debited in the amount of your check and the transaction will appear on your bank statement. You will not receive your cancelled check back. If we cannot post the transaction electronically, you authorize us to present a copy of your check for payment.

pd 2/5/06
#1131

SEE REVERSE SIDE FOR OUR PRIVACY POLICY

RETAIN THIS PORTION FOR YOUR RECORDS

DEPOSITION EXHIBIT
16

Deposition of Francis J. Lopez

Exhibit 17

FRANCIS LOPEZ
EXHIBIT A
LIST OF CREDITORS

Progressive Insurance
PO Box 31260
Tampa, FL 33631
Acct. 37287380-4
$157.20
Insurance, Auto

Coastal Community Insurance
12139 Panama City Beach Pkwy.
Panama City Beach, FL 32407
Policy No. LHQ336763
$1,013.00
Insurance, Flood (Property)

Quicken Platinum Card
PO Box 44167
Jacksonville, FL 32231
$848.00
Goods and services, 1998- 2005

Okaloosa Gas District
PO Box 548
Valparaiso, FL 32580
$45.00
Utilities

Northwest Florida Daily News
200 Racetrack Rd.
Ft. Walton Beach, FL 32549
$45.00
Newspaper

Kelly Plantation Owners Association
4393 Commons Drive E.
Destin, FL 32541
$550.00
Homeowner's Association

Allstate Floridian
54 Beal Parkway
Ft. Walton Beach, FL 32548
$1900.00
Homeowners Insurance

DEPOSITION EXHIBIT
17 Lopez

EXHIBIT A

Texaco / Shell
PO Box 9151
Des Moines, IA 50368
Acct. No. 77-917-6550-1
$290.00
Gasoline and related

Bank Of America
PO Box 1390
Norfolk, VA 23501
Acct. No. 4050860512429141
Credit Card, goods and services
$2386.00

Verizon Wireless
PO Box 660108
Dallas, TX 75266
Acct. No. 81955380600001
$45.00
Utility – telephone

Cox Communications
PO Box 60970
New Orleans, LA
Acct. No. 0018710003886502
Utility – television and Internet
$112.00

Union Bank of California
8155 Mercury Ct.
San Diego, CA 92111
Settlement of Union Bank v. Francis Lopez, $15,000 original balance
$4,000.00

Bankcard Services
PO Box 15287
Wilmington, DE 19886
Acct. No. 5490999178488929
$10,000.00
Goods and services – 2001- 2005

Cingular Wireless
PO Box 8229
Aurora, IL 60572
Acct. No. 0050443578
$125.00
Utilities – telephone

EXHIBIT A

Wayne Wise
810 Red Tanager Ct.
Nashville, TN 37221
$15,000.00
Personal Loan

Valley Forge Life Insurance
100 CNA Drive
Nashville, TN 37214
Acct. No. VITU045825
$0.00 ($486.00 per year)
Life Insurance

American Home Shield
PO Box 849
Carroll, IA 51401
Acct. No. 58449061
$128.00
Home appliance insurance

Citi Cards
PO Box 6414
The Lakes, NV 88901
Acct. No. 5424180306665024
$32,515.00
Goods and Services, 1994 - 2005

Household Bank / HSBC
PO Box 5222
Carol Stream, IL 60197
Acct. No. 5176690006732635
Goods and Services, 2003 - 2005
$5,000.00

American Express
PO Box 297804
Ft. Lauderdale, FL 33329
Acct. No. 378349802283007
$22,000.00
Goods and Services, 1994 - 2004
Note: Some of this debt may be owed by Prism and/or Stanly, though I have personal guarantee

Ft. Walton Beach Medical Center
1000 Mar Walt Drive
Ft. Walton Beach, FL 32547
$1600.00
Medical and Health services
Making payments of $100.00 month

Alan Stanly
1569 Berkshire Ct.
San Marcos, CA 92069
$50,000.00
Judgment in Union Bank v. Stanly (cross-complaint by Stanly)
Currently under appeal in CA

Deposition of Francis J. Lopez

Exhibit 18

cingular
raising the bar

Questions or Changes?
- cingular.com
- Toll Free 1 866 293-4634
- 611 from your wireless phone
- TTY users - 1 866 429-7TTY

FRANCIS LOPEZ
PO BOX 219
DESTIN FL 32540-0219

Date of Invoice: June 19, 2005

SUMMARY OF MONTHLY CHARGES FOR ACCOUNT 0050443578

Previous Balance	Payments Received	Late Payment Charge	Total Adjustments	Balance Forward	Current Monthly Charges
151.18	0.00	2.27	0.00	151.18	162.22
					Total Amount Due
					313.40

Your billing cycle began on May 19, 2005 and ended on June 18, 2005

Current Monthly Charges

Monthly Service	149.90
Monthly Usage	1.50
Charges	6.52
Credits	-10.00
Government Fees and Taxes	14.30
Total Current Monthly Charges	162.22
TOTAL AMOUNT - Due Upon Receipt	313.40

NOW YOU CAN SHARE MORE PICTURE MESSAGES THAN EVER WITH YOUR CINGULAR PHONE. SNAP A PICTURE, PERSONALIZE IT AND SEND IT TO FRIENDS AND FAMILY WITH A CINGULAR, VERIZON OR T-MOBILE PHONE. OR, SEND IT TO ANY EMAIL ADDRESS. STANDARD USAGE CHARGES APPLY. FOR THE BEST VALUE, SHARE PICTURES WITH A MONEY-SAVING MONTHLY PICTURE MESSAGING PLAN. VISIT WWW.CINGULAR.COM/MULTIMEDIAMESSAGING FOR MORE INFO.

Note: =>
We Print on

DEPOSITION EXHIBIT
18 Lopez

Recurring Electronic Fund Transfer (REFT): To enroll: sign below, check the REFT box on the reverse side and remit with this month's payment. Keep paying your bill until your statement indicates "Do Not Pay". **REFT Agreement:** I authorize my financial institution to deduct the amount of my monthly wireless phone bill from the account associated with the enclosed check and remit payment to Cingular Wireless. This authority will be effective until I notify Cingular Wireless to terminate it. I agree that I may be assessed a service charge (up to $20) or late fee or both if a payment is returned by my bank. For more information visit cingular.com/myaccount or call 1 866 293-4634. Please keep a copy of the form below and this REFT Agreement for your records or retain a copy of the blank form from next month's invoice.

Questions? We can help: Cingular Wireless appreciates your business and welcomes the opportunity to assist you. Visit our website at cingular.com or contact Customer Care by dialing 611 from your wireless phone or 1 866 293-4634. ¿Sabías que también ofrecemos servicio al cliente en tu idioma? Marca 611 desde tu teléfono inalámbrico ó 1 866 293 4634 desde cualquier teléfono y oprime el *.

Driving Wireless Safety: Your wireless phone gives you the freedom and flexibility to stay in touch when you travel, but don't let a phone call distract you from driving safely. Use hands-free device if allowed or required by law. Call Carefully, Arrive Safely.

Cingular Wireless Processing Fees: Accounts suspended for non-payment will be subject to a $25 reactivation fee per line and may be assessed a security deposit prior to reinstatement. Checks returned for non-sufficient funds will be charged up to a $30.00 fee.

Local Tax: Local taxes are based on local government boundaries, the address information you provide for your account and/or your wireless telephone number. Please review the local tax charges on your bill. If you believe there is an error in the local tax charge, please contact us immediately at 1 866 293-4634. Please note that some local or state laws may require you to follow special procedures when notifying us about a local tax dispute. You may also use the form below to notify us of any change to your taxing address. Thank you for your cooperation.

Early Termination Fee (ETF): If you cancel service before your contract end date (including if you switch your wireless number to another carrier), you will be charged an Early Termination Fee of up to $200.

Please Send Correspondence To:

Cingular Wireless Next Generation Correspondence
P.O. Box 68056
Anaheim Hills, CA 92817-8056

2

Deposition of Francis J. Lopez

Exhibit 19

PROMISSORY NOTE

$15,000.00

Nashville, Tennessee

June 16, 2004

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of Wayne M. Wise the principal sum of fifteen thousand Dollars ($15,000.00), on the following terms: on sale or refinance of maker's residence on 310 Sand Myrtle Trail, Destin, FL or not later than one year from date hereof, whichever occurs earlier, with interest at the rate of six percent (6%) per annum.

In the event this note is placed in the hands of an attorney for collection or for enforcement or protection of the security, the makers and any endorsers hereof agree to pay a reasonable attorney's fee and all court and other costs.

The makers of any endorsements hereof agree to pay reasonable attorneys fee and all court and other costs.

It is further agreed that if suit is instituted against the maker(s), that in addition to any other jurisdiction, suit may be instituted and maintained in any court of competent jurisdiction in Davidson County, Tennessee. This note, in its making and in its performance shall be governed by and subject to the laws of the State of Tennessee.

All notice of honor, demand, and protest and consents to any extensions are hereby waived. All exemptions are to be waived.

Makers:

[signature]

Francis Lopez
SSN: 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

[signature]

Madeleine Lopez
310 Sand Myrtle Trail
Destin, FL 32541
telephone: 850-650-8341
mobile: 760-214-1955 mobile
fax: 850-269-1034

INT PAID 5/17/05 900.00
EXT 1 YR

DEPOSITION EXHIBIT
19 Lopez

Deposition of Francis J. Lopez

Exhibit 20

Coastal Community Insurance Ag
12139 Panama City Beach Pkwy
Panama City Beach, FL 32407
Phone : 850-230-0800 Fax : 850-230-0992

INVOICE#	1024		Page 1
ACCOUNT NO. LOPEFR2	OP FL	DATE 07/28/05	

Flood Insurance Personal

POLICY # LHQ336763

COMPANY Landmark American Insurance Co

PRODUCER Beth Martin 850-230-0800

EFFECTIVE	EXPIRATION	BALANCE DUE ON
07/30/05	07/30/06	07/30/05

AMOUNT PAID	AMOUNT DUE
	$ 1,013.03

Frances Lopez
Madeline Lopez
310 sand Myrtle Trail
Destin, FL 32541

escrow acct to pay 8/22/05

Itm #	Due Date	Trn	Type	Description		Amount
INVOICE #	1024					
31520	07/30/05	REN	FLOP	Policy renewal	$	962.50
31521	07/30/05	SLT	FLOP	Surplus Lines Tax	$	50.53
				Invoice Balance:	$	1,013.03

Post-Petition

DEPOSITION EXHIBIT
20 Lopez

Please make Check Payable to Coastal Community Insurance. We appreciate your business.

2n-1

ACORD

EVIDENCE OF PROPERTY INSURANCE

OP ID BA

DATE (MM/DD/YY) 10/22/04

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE ·· GHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PR ·· CER — PHONE/FAX (A/C, No, Ext): 850-230-0800 / 850-230-0992

Coastal Community Ins Agency
12139 Panama City Beach Pkwy
Panama City Beach FL 32407
Anthony DuBose

CODE: SUB CODE:

AGENCY CUSTOMER ID #: KELLY-1

COMPANY

Landmark American Ins Co
c/o Roehrig & MacDuff

INSURED

Kelly Plantation Owners Assoc.
34851 Emerald Coast Pkwy # 150
Destin FL 32541

LOAN NUMBER	POLICY NUMBER
	LHQ336763

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
07/30/04	07/30/05	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

001

310 Sand Myrtle Trail
D· in FL 32541

Single Family residence of Frances & Madeline Lopez

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Flood Coverage as provided in Difference in conditions policy provided for homeonwers of Kelly Plantation Homeowners Association Inc. subject to policy forms, provisions and ·clusions Frances & Madeline Lopez Single Family Dwelling 310 Sand Myrtle Trail	250000	25000

·ARKS (Including Special Conditions)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 00 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Frances & Madeline Lopez

310 Sand Myrtle Trail
Destin FL 32541

☐ MORTGAGEE ☐ ADDITIONAL INSURED
☐ LOSS PAYEE ☒ Homeowner

LOAN #

AUTHORIZED REPRESENTATIVE

Anthony DuBose [signature]

©ACORD CORPORATION 1993

Deposition of Francis J. Lopez

Exhibit 21

COX COMMUNICATIONS

www.cox.com

May 21, 2005

Account Number: 001 8710 003886502

FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429-10

Previous Balance	Payments Received	Adjustments	Current Charges	Total Due	Due By
$230.23	$-230.23	$1.00	$111.42	$112.42	Jun 14, 2005

Current Charges as of May 21, 2005

Total Cable Services	64.49
Total Internet Services	39.95
Total Taxes	6.98
Total Current Charges	$111.42

Questions?
CUSTOMER SVC: 850-796-1269
REPAIR SVC: 850-796-1269
BUSINESS SVCS: 866-272-5777
On-Line: www.cox.com/gulfcoast

About Your Account

Beginning June 7, Cox Communications is adding 13 new Channels to the Digital Cable lineup, including a Spanish language package. See "What's New From Cox" for more details.

What's New From Cox

Cox Communications is enhancing its Digital Cable lineup with 13 new channels coming June 7.

DIGITAL SPORTS AND INFORMATION PACKAGE: Pentagon Channel (Ch. 314), Fit TV (Ch. 323), Fuel (Ch. 330), NFL Network (Ch. 331).

DIGITAL VARIETY PACKAGE: National Geographic (Ch. 352), TV One (Ch. 353), SiTV (Ch. 354).

PAQUETE LATINO (Spanish Language Package available for $3.50): Telemundo (Ch. 420), Telefutura (Ch. 421), Si TV (simulcast) (Ch. 422), ESPN Deportes (Ch. 423), FOX Sports

Continued on Reverse

COX COMMUNICATIONS
320 RACETRACK RD NW
FT WALTON BEACH FL 32547-1554

6400 0040 XC RP 25 0004696 05222005 YNNNNNNY

Account Number:
001 8710 003886502
Total Due: $112.42
Payment Due By:
Jun 14, 2005

Please return this portion with your payment.

Amount Enclosed $____________

Allow 7 days for processing. Please include your account number on your check. Make checks payable to Cox Communications. Payment of this bill confirms your subscription to services and possession of equipment as listed.

087100011350038865028500011242

#BWNJNRZ
#135PPCHHFEPB0014#
FRANCIS LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

COX COMMUNICATIONS
P O BOX 60970
NEW ORLEANS LA 70160-0970

DEPOSITION EXHIBIT
21 Lopez

COX COMMUNICATIONS www.cox.com

6400 0040 XC RP 25 0004696 05222005 YNNNNNNY
May 21, 2005
Account Number: 001 8710 003886502
FRANCIS LOPEZ

What's New From Cox continued

en Espanol (CH. 424), CNN en Espanol (Ch. 425), Galavision (simulcast) (CCh. 426)

HIGH DEFINITION PACKAGE: WJTC (UPN - HD) (Ch. 714)

Did you know that Cox Offers many convenient ways to pay your bill?

1.) Directly deducted from your bank account or credit card with EasyPay.

2.) Securely on-line at www.cox.com

3.) Cox retail locations - Face to face interaction with Cox employees, Kiosk payment machines, or Drop boxes

4.) U.S. Mail

COX COMMUNICATIONS www.cox.com

6400 0040 XC RP 25 0004696 05222005 YNNNNNNY
May 21, 2005
Account Number: 001 8710 003886502
FRANCIS LOPEZ

Payments

Date	Type	Amount
05/06/05	PAYMENT RECEIVED	-230.23
Total Payments Received		**$-230.23**

Adjustments

Date	Type	Amount
04/29/05	LATE PAYMENT FEE	1.00
Total Adjustments		**$1.00**

Cox Cable Service

Monthly Cable Service from May 26 to Jun 25	Quantity	Amount
COX LIMITED BASIC	7	11.07
COX EXPANDED SERVICE	7	29.67
DIGITAL SERVICE/DIGITAL GATEWAY	1	9.00
VARIETY TIER	1	0.00
DISCOVERY TIER	1	0.00
HBO	1	11.00
DIGITAL CONVERTER	1	3.75
Total Monthly Cable Service		*$64.49*
Total Cox Cable Service		64.49

Cox Internet Service

Monthly Internet Service from May 26 to Jun 25	Quantity	Amount
COX HIGH SPEED INTERNET	1	39.95
Total Monthly Internet Service		*$39.95*
Total Cox Internet Service		39.95

Taxes and Surcharges

Cable/Internet Taxes	Amount
FCC FEE	0.06
STATE SALES TAX	0.23
STATE COMMUNICATIONS SERVICE TAX	5.57
Total Cable/Internet Taxes	*$5.86*

Telephony Taxes	Amount
Local Tel Communications Srv Tx	1.12
Total Telephony Taxes	*$1.12*
Total Taxes and Surcharges	$6.98

COX COMMUNICATIONS

www.cox.com

6400 0040 XC RP 25 0004698 05222005 YNNNNNNY
May 21, 2005
Account Number: 001 8710 003886502
FRANCIS LOPEZ

Important Customer Information

HOW TO PAY YOUR BILL

Automatic Payments
With Cox's Automatic Payment Service, your payment is automatically deducted from your checking, savings or credit card account each month. You save on postage and check writing cost, plus your payment is always on time. Enrollment forms are available at www.cox.com/gulfcoast or call customer service.

Pay by mail or in person
When mailing your payment, write the amount paid to the right of Amount Enclosed on your remittance stub. Also, write your account number on your check.

Please mail your check or money order (no cash) in the window envelope provided, or visit any of our conveniently located Cox Customer Service Centers.

Customer Service Centers accept
VISA MASTERCARD Discover Check Cash

Pensacola
2205 LaVista Avenue
Monday-Friday 8 a.m.-6 p.m.
Saturday 9 a.m.-12 p.m.

Ft. Walton Beach
320 Northwest Racetrack Road
Monday-Friday 8 a.m.-6 p.m.
Saturday 9 a.m.-1 p.m.

Niceville
1173 John Sims Parkway, Parkway East
Monday-Friday 8:30 a.m.-5 p.m.

Crestview
2217 South Ferdon Boulevard, Court Plaza
Monday-Friday 8:30 a.m.-5 p.m.

When to pay your bill/Late Fee Charges

Your payment is due by the "Due By" date indicated on the first page of your statement. If payment is not received by the date due for services rendered, those services will become past due and subject to a late payment fee of up to $3.50. A statement reflecting "Due on Receipt" requires immediate attention to avoid disconnection for nonpayment. Upon disconnection, payment in full is required as well as a reconnection fee.

Check Return Charges
Each unpaid check returned to Cox Communications for non-sufficient funds will result in a $25 return check charge.

Questions about your bill

If you have questions about your bill, please write to us at:
Cox Communications
Attn: Customer Service
2205 LaVista Avenue
Pensacola, FL 32504

Or call us 24 hours-a-day, 365 days a year
Cox Pensacola 478-0200
Cox Ft. Walton Beach 796-1269
Cox Crestview 682-5131

01A138J

Deposition of Francis J. Lopez

Exhibit 22

1877

Customer Service (850) 729-4700 | Crestview Area (850) 682-3017 | Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	5/19/05	6/13/05

Last Bill Amount	307.36
Payments	307.36-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 135.66 5/13/05

	Service Period		Days	Meter Number	Meter Readings	
GS	4/19/05	5/16/05	27	J466820	Present	2189
					Previous	2125
					Consumption	64

-----Calculations-----

Consumption		64
Meter Mult.	X	1.006
Adj Cons		64.38
BTU Factor	X	1.036
Bill Therms		66.70

Service		Therm	Charge	Total
GS	CUSTOMER CHARGE		10.00	10.00
GS	COST OF GAS CHARGE	66.76	43.63	43.63
GS	DELIVERY CHARGE	66.76	29.11	29.11

Total Amount Due $82.74

1046 6/13

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .6535
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

DEPOSITION EXHIBIT
22

Customer Service (850) 729-4700 | **Crestview Area** (850) 682-3017 | **Navar anta Rosa Beach Area** (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	6/21/05	7/18/05

Last Bill Amount	82.74
Payments	82.74-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 82.74 6/15/05

	Service Period		Days	Meter Number	Meter Readings		-----Calculations-----	
GS	5/16/05	6/15/05	30	J466820	Present	2212	Consumption	23
					Previous -	2189	Meter Mult.	X 1.006
					Consumption	23	Adj Cons	23.13
							BTU Factor	X 1.033
							Bill Therms	23.90

Service		Therm	Charge	Total
GS CUSTOMER CHARGE			10.00	10.00
GS COST OF GAS CHARGE		23.92	15.63	15.63
GS DELIVERY CHARGE		23.92	10.43	10.43
LATE CHARGE	6/13/05		8.27	8.27
	Total Amount Due			$44.33

Online at okaloosagas.com

####### R E M E M B E R #######
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas .6535
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

22-2

Okaloosa Gas District

... The Difference is Our Service

Please return this portion with your payment. When paying in person, please bring this entire bill with you. Page 1

SERVICE ADDRESS			
310 SAND MYRTLE TRL			
ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	11/18/05	12/13/05

Total Amount Due **$95.56**

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

REMIT TO:

OKALOOSA GAS DISTRICT
PO BOX 548
VALPARAISO, FL 32580-0548

000232079000074786000955б

1893

Customer Service (850) 729-4700

Crestview Area (850) 682-3017

Navarre/Santa Rosa Beach Area (850) 244-5197

SERVICE ADDRESS 310 SAND MYRTLE TRL

ACCOUNT NUMBER	CYCLE	BILL DATE	DELINQUENT DATE
232079-74786	91-13	11/18/05	12/13/05

Last Bill Amount	37.32
Payments	37.32-
Adjustments	.00
Unpaid Balance	.00

Rate Class : RESIDENTIAL
Last payment amount/date: 37.32 11/02/05

	Service Period		Days	Meter Number	Meter Readings		-----Calculations-----	
GS	10/20/05	11/15/05	26	J466820	Present	2339	Consumption	42
					Previous -	2297	Meter Mult.	X 1.006
					Consumption	42	Adj Cons	42.25
							BTU Factor	X 1.051
							Bill Therms	44.41

Service	Therm	Charge	Total
GS CUSTOMER CHARGE		10.00	10.00
GS COST OF GAS CHARGE	44.44	66.18	66.18
GS DELIVERY CHARGE	44.44	19.38	19.38
Total Amount Due			$95.56

Post-Petition

Online at okaloosagas.com

######## R E M E M B E R ########
PAYMENTS RECEIVED ON WEEKENDS, HOLIDAYS OR AFTER 3PM ON REGULAR BUSINESS DAYS ARE POSTED THE - FOLLOWING - BUSINESS DAY

Your Rates Per Therm Used:
Cost of Gas 1.4892
Delivery Charge .4361

A 10% late charge will be added to your account if current charges have not been paid by the delinquent date. This bill is due when rendered.

Deposition of Francis J. Lopez

Exhibit 23

PURCHASE AVAILABILITY	CASH AVAILABILITY
0	0

DES MOINES, IA 5035 51
TEXACO CARDHOLDERS (1-800-839-2267)
SHELL CARDHOLDERS CALL (1-800-400-9110)

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)

OVERSIGHT IN PUTTING YOUR PAYMENT IN THE MAIL? CALL 1-800-932-6728 TO PAY BY CHECK OVER THE PHONE 24 HOURS A DAY. HAVE YOUR CHECKBOOK READY WHEN YOU CALL.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
324.37	.00	.00		5.83	20.00	350.20

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
6-[illegible]-05	20.99%	07-06-05	50.20	60.20

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05750%	20.99%	$1.50	327.07	5.83		31
CASH ADVANCES	.05750%	20.99%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION PLEASE KEEP THIS PORTION FOR YOUR RECORDS

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TX/SH

DEPOSITION EXHIBIT
23 Lopez

231

'7-917-6550-1 | 300 | 50

PURCHASE AVAILABILITY	AVAILABILITY
0	0

P.O. BOX 9151
DES MOINES, IA 503
TEXACO CARDHOLDERS (1-800-839-2267)
SHELL CARDHOLDERS CALL (1-800-490-9119)

TRANS. DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
16-27			PAYMENT - THANK YOU		35.00CR

Pd 50.99 8/9/05

PLEASE SEE THE ENCLOSED NOTICE OF CHANGE IN TERMS TO YOUR CARD AGREEMENT FOR IMPORTANT INFORMATION REGARDING CHANGES TO YOUR CARD AGREEMENT.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
350.20	35.00	.00		5.79	20.00	340.99

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
17 -05	20.99%	08-05-05	40.99	50.99

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05750%	20.99%	$1.50	335.65	5.79		30
CASH ADVANCES	.05750%	20.99%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. PLEASE KEEP THIS PORTION FOR YOUR RECORDS

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TX/SH

ACCOUNT NUMBER	CLOSING DATE	NEW BALANCE	MINIMUM PAYMENT DUE
77-917-6550-1	08-11-05	281.40	10.00

PAYMENT DUE DATE 09-05-05

PLEASE INDICATE AMOUNT PAID

PROCESSING CTR
DES MOINES IA 50359-0001

PLEASE MAKE CHECK PAYABLE TO SHELL
KINDLY RETURN THIS STUB AND WRITE YOUR
ACCOUNT NUMBER ON THE PAYMENT.

ARC

00

FOR ADDRESS CORRECTION INDICATE BELOW

TX09-017966-23456789
FRANCIS LOPEZ

PO BOX 219
DESTIN FL 32540-0219

7791765501 0010008 0110000000000281409 911

ACCOUNT NUMBER	PURCHASE LIMIT	CASH ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	18	50

SEND INQUIRIES TO GASOLINE CARD CENTER
P.O. BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-490-0119

TRANS DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
22			PAYMENT - THANK YOU		65.00CR

SHELL V-POWER PREMIUM GASOLINE ACTIVELY CLEANS
FOR BETTER PERFORMANCE. USE YOUR SHELL GASOLINE CARD
TO TRY SHELL V-POWER TODAY.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
340.99	65.00	.00		5.41	.00	281.40

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY:	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
08-11-05	21.24%	09-05-05		10.00

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05819%	21.24%	$1.50	299.91	5.41		31
CASH ADVANCES	.05819%	21.24%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

S24016 Rev 02/05 Pr. (07

A017966 1

TX/SH

ACCOUNT NUMBER	PURCHASE LIMIT	[redacted]H ADVANCE LIMIT
77-917-6550-1	300	50
	PURCHASE AVAILABILITY	CASH AVAILABILITY
	65	50

SEND INQUIRIES TO. GASOLINE CARD CEN[redacted]
PO BOX 689151
DES MOINES, IA 50368-9151
TELEPHONE: 1-800-490-9119

TRANS DATE	REFERENCE NUMBER	CARD NUMBER	TRANSACTION LOCATION/DESCRIPTION	INVOICE NUMBER	AMOUNT (CR=CREDIT)
8-14			PAYMENT - THANK YOU		50.99CR

S2-016 Rev 02/05 P1 (07/05)

SHELL V-POWER PREMIUM GASOLINE ACTIVELY CLEANS FOR BETTER PERFORMANCE. USE YOUR SHELL GASOLINE CARD TO TRY SHELL V-POWER TODAY.

PREVIOUS BALANCE	PAYMENTS/CREDITS	PURCHASES/DEBITS	NEW CASH ADVANCES	FINANCE CHARGE	LATE FEE	NEW BALANCE
281.40	50.99	.00		4.30	.00	234.71

CLOSING DATE	ANNUAL PERCENTAGE RATE	TO AVOID ADDITIONAL FINANCE CHARGE, PAYMENT OF NEW BALANCE MUST BE RECEIVED BY.	OVERLIMIT AMOUNT	MINIMUM PAYMENT DUE
9-11-05	21.49%	10-06-05		10.00

SCHEDULE OF FINANCE CHARGES

	PERIODIC RATE (DAILY*)	CORRESPONDING APR	MINIMUM PERIODIC FINANCE CHARGE	BALANCE SUBJECT TO FINANCE CHARGE	PERIODIC RATE FINANCE CHARGE		DAYS IN LAST CYCLE
PURCHASES	.05887%	21.49%	$2.00	235.62	4.30		31
CASH ADVANCES	.05887%	21.49%					

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION. PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

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TX/SH

Deposition of Francis J. Lopez

Exhibit 24

verizonwireless

P.O.BOX 105378
ATLANTA, GA 30348

April 21, 2005

Page 1 of 4

Account number
819553806-00001
Invoice number
1073481285

Customer Service
Online: verizonwireless.com/care
Phone: Toll and airtime free by dialing *611 from your wireless phone, or 1-800-922-0204.
Mail: Verizon Wireless, P.O.Box 105378, Atlanta, GA 30348

Payment options
Pay by phone: Dial #PMT (#768), #BAL (#225) or *611 from your wireless phone or use our automated system at 1-800-922-0204. These calls are toll and airtime free.
Pay online: Login to My Account at verizonwireless.com

60000621 1 AT 0.292 00 AUTO T5 3 1421E 32541-3429 1 34 HOMG2102

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN FL 32541-3429

Verizon Wireless news

-Great News-

'Ve just launched new plans that are our best value yet. Our new ~erica's Choice plans now have More Anytime Minutes on erica's Largest Calling Area with No Roaming Charges.

Plus, get your family IN for just $59.99 monthly access for 2 lines and you can add up to three more lines for just $9.99 monthly access per line. All lines include Domestic Long Distance, Unlimited IN Calling to 42 million other Verizon Wireless customers, and Unlimited Nights & Weekends.

We invite you to take advantage of our great new plans by calling 1.877.764.3515 or visit a Verizon Wireless store today.

'ly Account
lake Life Easier with My Account
Sign up for My Account and choose paperless billing at verizonwireless.com/myaccount. You can check your account balance and minutes used, change features on your account, change your billing address, and much more. Plus, you can sign up at no additional charge to automatically pay your monthly bill. And, best of all, you can access it anytime, day or night.

Account summary

Previous charges

Previous balance	$70.32
Payment received 04/08 - Thank you	-35.16
Balance forward	$35.16

Current charges

Account charges & credits	5.00
Includes late fee of $5.00	
Monthly charges	25.00
Usage charges	162.50
Verizon Wireless surcharges and other charges and credits	4.39
Taxes, governmental surcharges and fees	30.42
Total current charges	$227.31
Total Amount	**$262.47**

A late payment charge applies for unpaid balances. The charge is the greater of $5 or 1.5% per month or as permitted by law, and are liquidated damages, not a penalty.

Our records indicate your account is past due. Please send payment now to avoid service disruption. To confirm recent payments or pay your bill, dial #PMT and SEND airtime free from your wireless phone or login to My Account at VerizonWireless.com.

verizonwireless

Payment coupon

Please return this portion with your check or money order made payable to Verizon Wireless.

FRANCIS J LOPEZ
310 SAND MYRTLE TRL
DESTIN, FL 32541-3429

Bill date April 21, 2005 VE
Account number 819553806-00001
Invoice number 1073481285

Balance forward	$35.16
Current charges	$227.31
PAYMENT DUE IMMEDIATELY	$262.47

MAKE CHECK PAYABLE TO
VERIZON WIRELESS
Amount enclosed

$ ☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266-0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

1073481285010819553806000010000227310000262475

DEPOSITION EXHIBIT
24 Lopez

verizonwireless

Bill date April 21, 2005
Account number 819553806-00001
Invoice number 1073481285

Billing Information

Home Usage and Charges - Home airtime allowance and other call charges are billed in full minute increments. Home airtime is billed for incoming calls received, as well as outgoing calls made, while in your home/extended home system. Charges for calls that connect begin when you first press "SEND" or, for incoming calls, when the call connects to the system which may be a few seconds before you press "SEND", and end when the call disconnects from the system. Answered calls to fax/data modems or other routing devices are billable calls. Calls to 911 and certain other emergency services are toll and airtime free. Home airtime charges reflect call activity during the current bill cycle and may include calls made during prior bill cycles. Billing for certain Home and/or roaming calls and related charges may be delayed to a later bill and applied against your allowance in the month they are billed.

Verizon Wireless' Surcharges includes charges to recover or help defray costs of taxes and of governmental surcharges and fees imposed on us, and costs associated with government regulations and mandates on our business. These charges include a Regulatory Charge, which helps defray costs of various mandates, and a Federal Universal Service Charge and, if applicable, a State Universal Service Charge to recover costs imposed on us by the government to support universal service. These charges are Verizon Wireless Charges, not taxes, and are subject to change.

Verizon Wireless' Other Charges and Credits includes charges for products and services, and credits owing.

Taxes, Governmental Surcharges and Fees includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill to customers. These taxes, surcharges and fees may change from time to time without notice.

Customer Information

FUSC Change
On April 1, the Federal Universal Service Charge (FUSC) will change to 2.37 percent of assessable wireless charges. The FUSC is a Verizon Wireless charge that recovers government mandated costs and is subject to change each calendar quarter based on an FCC assessment rate. For more details about the FUSC, please call 1-888-684-1888.

FRANCIS J LOPEZ
819553806-00001

Changing your billing address

Use this space or login to My Account at verizonwireless.com to change the mailing address where we send your bill. Allow 2 billing cycles for the address change to take effect.

New address ____________________

City ____________________

State/Zip ____________________

Daytime phone ( ) - ____________________

Evening phone ( ) - ____________________

Email ____________________

Adding/changing your email address

Do we have your most recent email address? If not, please provide it below. We'll use it to tell you important information about your Verizon Wireless service.

PLACE OF PRIMARY USE (PPU)

The home or business mailing address indicated to the left is for the person using the phone(s) and is the person's residential street address or primary business street address ____ YES ____ NO. If "No" or for multi-line accounts with more than one PPU address, please contact our Customer Service Department or visit our website to change the user's PPU address.

Order #: 1421E y #: 02

Control #: 60000021 00001689

PLEASE RECYCLE

Deposition of Francis J. Lopez

Exhibit 25

Detach along perforation. Return above portion with your payment in the enclosed envelope.
Please make check or money order payable to ALLSTATE FLORIDIAN INDEMNITY COMPANY.

Homeowners Insurance Bill

Allstate Floridian Indemnity Company

Policy Number: 9 61 074177 07/16
P[illegible]ium Period: 7/16/04 To 7/16/05 (12:01 A.M. Standard Time)

Due Date September 16, 2004
To Pay In Full $ 1907.50
Minimum Amount Due $ 191.75

Policy Issued To

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
DESTIN FL 32541-3429

Policy Number	Description	Agent And Telephone Number
9 61 074177 07/16	310 SAND MYRTLE TRAIL	PETRESKY INS AGY IN (850) 243-5303

Payment Options

Choose the payment option below that best meets your needs.

Option 1

If you want to pay in full:

- P[illegible] $ 1907.50.
- [illegible] will receive no more bills u[illegible] our policy renews or you make a change in coverage resulting in additional premiums.
- You will not be charged any installment fees.

Option 2

If you want to make the minimum payment:

- Pay $ 191.75.
- Then your payment schedule will be as follows:

DUE DATE	MINIMUM AMOUNT DUE	DUE DATE	MINIMUM AMOUNT DUE
9/16/04	$191.75	10/16/04	$191.75
11/16/04	$191.75	12/16/04	$191.75
1/16/05	$191.75	2/16/05	$191.75
3/16/05	$191.75	4/16/05	$191.75
5/16/05	$191.75	6/16/05	$191.75

- Each payment includes a $ 1.00 installment fee.

Option 3

If you want to pay less than the full amount but more than the minimum:

- Pay any amount between $ 191.75 and $ 1907.50.
- A new payment schedule for your remaining payments will appear on your next bill.
- You will be charged a $ 1.00 installment fee each time you choose this payment option.

pd 1536 9/24
191.75

This statement as of August 26, 2004. 040826013068A 41

(OVER)

DEPOSITION EXHIBIT
25 Lopez

Transaction History (From 7/27/04 To 8/26/04)		
7/27/04	Previous Balance	$ 2,289.00 +
8/12/04	Payment Received - Thank You	$ 382.50 -
8/12/04	Installment Fee Charge	$ 1.00 +
8/26/04	Balance (To Pay In Full)	$ 1,907.50

Detach along perforation. [illegible]turn above portion with your payment in the [illegible]osed envelope.
Please make check or mo[illegible] order payable to ALLSTATE FLORIDIAN INDEMNITY COMPANY.

Homeowners Insurance Bill

Policy Number: 9 61 074177 07/16
[illegible]emium Period: 7/16/04 To 7/16/05 (12:01 A.M. Standard Time)

Allstate Floridian Indemnity Company

Due Date October 16, 2004
To Pay In Full $ 1907.50
Minimum Amount Due $ 211.98

Policy Issued To

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
DESTIN FL 32541-3429

Policy Number	Description	Agent And Telephone Number
9 61 074177 07/16	310 SAND MYRTLE TRAIL	PETRESKY INS AGY IN (850) 243-5303

Payment Options

Choose the payment option below that best meets your needs.

Option 1

If you want to pay in full:

- Pay $ 1907.50.
- You will receive no more bills until your policy renews or you make a change in coverage resulting in additional premiums.
- You will not be charged any installment fees.

Option 2

If you want to make the minimum payment:

- Pay $ 211.98.
- Then your payment schedule will be as follows:

DUE DATE	MINIMUM AMOUNT DUE	DUE DATE	MINIMUM AMOUNT DUE
10/16/04	$211.98	11/16/04	$212.94
12/16/04	$212.94	1/16/05	$212.94
2/16/05	$212.94	3/16/05	$212.94
4/16/05	$212.94	5/16/05	$212.94
6/16/05	$212.94		

- A $ 1.00 fee is included on subsequent bills.

Option 3

If you want to pay less than the full amount but more than the minimum:

- Pay any amount between $ 211.98 and $ 1907.50.
- A new payment schedule for your remaining payments will appear on your next bill.
- You will be charged a $ 1.00 installment fee each time you choose this payment option.

This statement as of September 25, 2004.   040926007303A 41

(OVER)

Transaction History (From 8/26/04 To 9/25/04)		
8/26/04	Previous Balance	$ 1,907.50 +
9/25/04	Balance (To Pay In Full)	$ 1,907.50

Important Information

We appreciate that many people in your area are currently experiencing difficult circumstances as a result of the impact of Hurricane Frances. Therefore, at this time, we are not requiring you to pay the **Minimum Amount Due** by the **Due Date** reflected on this bill nor will we take any action to cancel this policy if you are unable to pay the premium by that date. We will send you a bill at a later date, which includes this amount. If you have any questions, please contact your agent, broker, or producer of record.

If you have any questions, please contact your agent.

Deposition of Francis J. Lopez

Exhibit 26

STATEMENT OF ACCOUNT

AHS AMERICAN HOME SHIELD®
America's Home Warranty Company since 1971
P.O. Box 849, Carroll, IA 51401

Covered Property:
310 SAND MYRTLE TRL
DESTIN, FL 32541

To make a payment online by credit card, please visit our website at www.ahsservice.com.

If you have questions or would like to speak to an Accounting Representative, please call (800) 669-3965 between 7:00 a.m. and 7:00 p.m.(Central Time) Monday through Friday.

PREPARED FOR:

FRANCIS & MADLEINE LOPEZ
PO BOX 219
DESTIN, FL 32540

Pd 1562

CONTRACT	STATEMENT DATE	DUE DATE
58449061	08/30/2004	09/16/2004

DATE	INVOICE	DESCRIPTION	AMOUNT	PAST DUE
09/16/2004	192258491	Premium Invoice	$128.34	

TOTAL DUE $128.34

If you prefer to make a credit card payment by fax, our fax number is (712)792-6099
Please fax the entire statement including your credit card number and expiration date

ServiceMASTER

4970

Detach and return bottom portion with your payment.

CONTRACT	CUSTOMER	PROPERTY	DATE DUE	AMOUNT DUE	AMOUNT ENCLOSED
58449061	678458483	15187533	09/16/2004	$128.34	

If paying by credit card; please provide the address where you receive your credit card statements below.

☐ VISA ☐ MasterCard ☐ Discover ☐ American Express

Card Number

Card Expiration Date

Cardholder Signature

☐ Please check box for any change in Mailing Address and complete the reverse side of this form.

FRANCIS & MADLEINE LOPEZ
PO BOX 219
DESTIN, FL 32540

Please write contract number on check and make payable to

American Home Shield Corporation
PO Box 851
Memphis, TN 38101-0851

DEPOSITION EXHIBIT 26 Lopez

0010012834002000584490610000678458483019225849100012834

Deposition of Francis J. Lopez

Exhibit 27

FRANCIS J LOPEZ

Bank of America

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

v Balance	$2,309.52	Past Due Amount	$54.00
Total Credit Line	$2,200.00	Available Credit	$0.00
Cash Limit	$1,100.00	Available Cash	$0.00
Overlimit Amount	$74.52	Billing Date	06/13/05
Minimum Payment Due	$216.52	Payment Due Date	07/08/05

24-Hour Customer Service 1.800.732.9194
For Lost or Stolen Cards 1.800.848.6090
Pay online! Visit www.bankofamerica.com

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
Jun 08	Jun 08		LATE PAYMENT FEE	$35.00
Jun 13	Jun 13		OVERLIMIT FEE ASSESSED FOR JUN 13, 2005	$35.00
Jun 13	Jun 13		PERIODIC FINANCE CHARGE	$50.89

Account Summary

Previous Balance		$2,188.63
P ·-hases	+	$0.00
Advances	+	$0.00
O Debits	+	$70.00
Credits	-	$0.00
FINANCE CHARGE	+	$50.89
Payments	-	$0.00
New Balance	=	$2,309.52
Past Due Amount	=	$54.00

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	27.080%	0.07419%v D	$2,151.11	$49.47 P
Cash	27.080%	0.07419%v D	$62.04	$1.42 P

ANNUAL PERCENTAGE RATE 27.080% v=Variable

When your accounts become Bank of America accounts, you may be unable to use your ATM or Check Card to access your Credit Card account at the ATM. To regain access, call the Customer Service and Support number on the back of your ATM or Check Card to request that your Credit be re-linked.

Customer Corner

Check out the new line of products created exclusively for Bank of America customers: shop online at 'www.bankofamericastore.com /customer'. From a currency converter to a document holder, you will find tools to help manage and organize your finances.

Save $20.00 at a BLOCKBUSTER® store near you!

Just try Great Fun®, the super discount dining and entertainment service for 2 months for only $1. You'll save with up to 50% discounts at favorite restaurants and hotels across town and across the country. Go to www.greatfunonline.com/offer and sample the savings for yourself. Starting with your $20.00 BLOCKBUSTER Gift Card! When you enroll and try Great Fun. Certain limitations, restrictions, and exclusions apply.

Please return remit coupon with your payment

Bank of America

0005000 0021652 0230952 4050860512429141

BANK OF AMERICA
PO BOX 650260
DALLAS TX 75265-0260

617 1 AT .292 06-13-2330-00MS-411-1=004

FRANCIS J LOPEZ **P0000617
PO BOX 219
DESTIN, FL 32540-0219

Payment Coupon

Account Number	4050 8605 1242 9141
Payment Due Date	07/08/05
Total Minimum Payment Due	$216.52

New Balance: $2,309.52

Amount Enclosed

$.

Make check or money order payable to Bank of America.

:52402225O:O11405124291410

27

FRANCIS J LOPEZ

Bank of Am a

Account Number: 4050 8605 1242 9141

Your Bank of America Visa® Account

N Balance $2,188.63

Total Credit Line	$2,200.00	Available Credit	$11.37
Cash Limit	$1,100.00	Available Cash	$11.00
Overlimit Amount	$0.00	Billing Date	05/13/05
Minimum Payment Due	$54.00	Payment Due Date	06/07/05

24-Hour Customer Service 1.800.732.9194
For Lost or Stolen Cards 1.800.848.6090
Pay online! Visit www.bankofamerica.com

Transactions

View recent transactions and pay your bill online at www.bankofamerica.com.

POST. DATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
May 07	May 06	208	PAY BY PHONE PAYMENT	CR $50.00
May 07	May 06	208	PAY BY PHONE FEE	$10.00
May 12	May 11	448	YAH*YAHOO SM BUS/MAIL 408-349-5151 CA	$11.95
May 12	May 11	455	YAH*YAHOO SM BUS/MAIL 408-349-5151 CA	$16.90
May 13	May 13		PERIODIC FINANCE CHARGE	$48.01

ount Summary

Pr us Balance		$2,151.77
Purchases	+	$28.85
Cash Advances	+	$0.00
Other Debits	+	$10.00
Credits	-	$0.00
FINANCE CHARGE	+	$48.01
Payments	-	$50.00
New Balance	=	$2,188.63

Finance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
Purchases	26.960%	0.07386%v D	$2,105.54	$46.65 P
Cash	26.960%	0.07386%v D	$61.62	$1.36 P

ANNUAL PERCENTAGE RATE 26.960%

v=Variable

#1617 54.00

Customer Corner

IMPORTANT NOTICE. An **Important Summary of Changes to Your Account** can be found within this statement. Please read the information carefully and retain it for your records.

Your account is currently subject to the Penalty Rate. Once the minimum number of consecutive payments are made and you do not exceed your Credit Limit during that time, the Purchase, Cash Advance and/or Balance Transfer APRs will revert to the terms of the Additional Disclosure as modified by the **Important Summary of Changes to Your Account** within this statement.

Important Notice: You have a new credit card payment address. If you make your payment through an online bill pay service, please include the new address to ensure payment is received by the due date. Your new payment address is reflected on your payment coupon below.

Please return remit coupon with your payment ↓

RANCIS J LOPEZ

ccount Number: 4050 8605 1242 [redacted]

our Bank of America Visa® Account

New Balance $2,151.77

otal Credit Line	$2,200.00	Available Credit	$48.23
Cash Limit	$1,100.00	Available Cash	$48.00
Overlimit Amount	$0.00	Billing Date	04/13/05
Minimum Payment Due	$48.00	Payment Due Date	05/08/05

-Hour Customer Service 1.800.492.2500
r Lost or Stolen Cards 1.800.848.6090

Pay online! Visit www.bankofamerica.com

ransactions

View recent transactions and pay your bill online at www.bankofamerica.com.

OST. ATE	TRANS. DATE	REF. NO.	DESCRIPTION	AMOUNT CR=CREDIT
r 29	Mar 29	831	BA ELECTRONIC PAYMENT	CR $147.16
r 13	Apr 13		PERIODIC FINANCE CHARGE	$46.77

ccount Summary

evious Balance		$2,252.16
rchases	+	$0.00
sh Advances	+	$0.00
her Debits	+	$0.00
edits	-	$0.00
NANCE CHARGE	+	$46.77
yments	-	$147.16
w Balance	=	$2,151.77

inance Charge Summary

	Corresponding APR	Daily (D) / Monthly (M) Periodic Rate	Average Daily Balance (ADB)	Minimum (M) / Periodic (P) Charge
rchases	26.840%	0.07353%v D	$2,131.99	$45.46 P
sh	26.840%	0.07353%v D	$61.86	$1.31 P

NNUAL PERCENTAGE RATE 26.840%

v=Variable

5/7/05 50.00 10.00 conf 05061259

Customer [redacted]ner

Get a $20.00 Lowe's Gift Card when you try CompleteHome, two months for only $1! Claim your $20.00 Gift Card for savings on any item, at any Lowe's you choose! Plus, save on all your home maintenance, repair, renovation, and shopping needs. Go to www.completehome.com/offer and try CompleteHome now to enjoy all these privileges, including your $20.00 savings at Lowe's!

Please return remit coupon with your payment ↓

Bank of America

0014716 0004800 0215177 4050860512429141

BANK OF AMERICA
PO BOX 1070
NEWARK NJ 07101-1070

666 1 AT .292 04-13-2330-00MS-411-T=005

FRANCIS J LOPEZ **P0000666
PO BOX 219
DESTIN, FL 32540-0219

Payment Coupon

Account Number	4050 8605 1242 9141
Payment Due Date	05/08/05
Total Minimum Payment Due	$48.00

New Balance: $2,151.77

Amount Enclosed

$

Make check or money order payable to Bank of America.

⑆5240222250⑆0614051242914161⑈

2 7 3

Deposition of Francis J. Lopez

Exhibit 28

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
5490 9991 7848 8929	$10,500.00	$464.00	29	05/10/05	$146.00	06/04/05

Posting Date	Transaction Date	Reference Number	Card Type	Category	Transactions MAY 2005 STATEMENT	Charges	Credits (CR)
PAYMENTS AND CREDITS							
4/29		0371	MC		PAYMENT - NET ACCESS		90.00 CR
PURCHASES AND ADJUSTMENTS							
05/07	05/07	9918	MC	C	LATE FEE FOR PAYMENT DUE 05/06	39.00	
					TOTAL FOR BILLING CYCLE FROM 04/12/2005 THROUGH 05/10/2005	$39.00	$90.00 CR

WORLD POINTS
- 0 MONTHLY EARNINGS
- 0 POINTS AVAILABLE
- 0 BONUS POINTS THIS MONTH

GO TO IBSWORLDPOINTS.COM/OFFERS
FOR CURRENT BONUS POINT OFFERS

IMPORTANT NEWS

ENJOY THE CONVENIENCE AND FLEXIBILITY THE ENCLOSED CHECKS OFFER.

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN MAILED, THANK YOU.

MYCONCIERGE CAN ASSIST WITH HARD-TO-FIND TICKETS, DINING RESERVATIONS, UNIQUE GIFTS, FLOWERS, AND MUCH MORE! VISIT WWW.IBSWORLDPOINTS.COM FOR DETAILS.

SUMMARY OF TRANSACTIONS

Previous Balance	(-) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(=) New Balance Total
$10,008.23	$90.00	$0.00	$39.00	$78.77	$0.00	$10,036.00

TOTAL MINIMUM PAYMENT DUE

Past Due Amount	$14.00
Current Payment	$132.00
Total Minimum Payment Due	$146.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.010931% DLY	3.99%	$0.00
B. ATM, BANK	0.054767% DLY	19.99%	$0.00
C. PURCHASES	0.027123% DLY	9.90%	$5.38
D. OTHER BALANCES	0.027123% DLY	9.90%	$10,009.03

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 9.90%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-223-7046.
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: BANKCARD SERVICES, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: BANKCARD SERVICES, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

1648 51X Y 1SY 0802 0000 00

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION. USE010 5490 9991 7848 8929 PAGE 1 OF 1

E4 28

Deposition of Francis J. Lopez

Exhibit 29

Citi AAdvantage Card

Account Number AAdvantage is a registered trademark of American Airlines, Inc.

5424 1803 0666 5024

Customer Service:
1-800-388-2200
BOX 6500
SIOUX FALLS, SD
57117

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$32700	$0	$16700	$0	$32136.57
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
06/21/2005	$0.00 +	$0.00 +	$674.00 =	$674.00

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
	6/18	97621132	PAYMENT THANK YOU	-379.00
	6/18		PARTIAL DEFERMENT TRANSACTION	-304.00
			Standard Purch	
6/18	6/18		PARTIAL DEFERMENT TRANSACTION	304.00

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$32,515.57	$304.00	$683.00	$0.00	$32,136.57
ADVANCES	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL	$32,515.57	$304.00	$683.00	$0.00	$32,136.57

Days This Billing Period: 33

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$0.00	0.05477%(D)	19.990%	19.990%
Purch/Adv thru 03/22/2005	$0.00	0.08216%(D)	29.990%	29.990%
ADVANCES				
Standard Adv	$0.00	0.05477%(D)	19.990%	19.990%

SEND PAYMENTS TO: CITI CARDS P.O. BOX 6414 THE LAKES, NV 88901-6414 25787S

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE. PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 07/15/2005

Visit: www.citicards.com

citi

154241803066650249999996740059l3

Your Account Number
5424 1803 0666 5024

Payment Due Date	Your Total Balance	Minimum Amount Due	Please Enter Amount Of Payment Enclosed
JUL 15 2005	$32136.57	$674.00	$

25787S MCH 42 A 1 BR1030491

00995

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

CITI CARDS
P.O. BOX 6414
THE LAKES, NV 88901-6414

( ) New Home Phone
( ) New Business Phone

Print changes of address, phone number or email above.*

*If you provide an e-mail address, we may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you might find useful.

Ex 29

Deposition of Francis J. Lopez

Exhibit 30

FT WALTON BCH MED CENTER
1000 MAR-WALT DRIVE
FT. WALTON BCH, FL 32547
CASHIERS

006030R

LOPEZ FRANCI 0007087220550130700000l632000

PAGE 1 OF 1

07/07/04

[redacted] LOPEZ FRANCIS

EMERGENCY
07/03/04 TO 07/03/04

$1,632.00

137 LOPEZ FRANCIS J
310 SAND MYRTLE TRAIL
DESTIN FL 32541

FT WALTON BCH MED CTR
01307
P.O. BOX 31172
TAMPA, FL 33631-1172

TO VIEW/PAY YOUR ACCOUNT VIA THE INTERNET SEE THE WEB ADDRESS BELOW

NOTE: SHOULD YOU WISH TO PAY BY CREDIT CARD, SEE AUTHORIZATION NOTICE ON THE BACK.

FT WALTON BCH MED CENTER
1000 MAR-WALT DRIVE
FT. WALTON BCH, FL 32547
CASHIERS

07/07/04 2

07/03/04 TO 07/03/04 LOPEZ FRANCIS [redacted]

0.00	1632.00	0.00	0.00	0.00	$1,632.00

*07/03/04	EMERGENCY SERVICES		
*07/03/04	CHLORIDE BLD	1	35.25
*07/03/04	BUN	1	180.00
*07/03/04	SODIUM BLD	1	74.50
*07/03/04	NDL/INCATH VEIN	1	30.00
*07/03/04	CBC PLATELET AUTO DIFF	1	133.75
*07/03/04	EMER DEPT LEVEL 3	1	430.75
*07/03/04	CREATININE BLD	1	159.25
*07/03/04	POTASSIUM BLD	1	29.50
*07/03/04	DARVOCET-N 100 TAB	1	16.75
*07/03/04	GLUCOSE BLD QN	1	164.50
*07/03/04	UA W O MICRO MANUAL	1	128.25
*07/03/04	EMER DEPT LEVEL 2	1	249.50
	TOTAL CHARGES		1,632.00
	ACCOUNT BALANCE		1,632.00
	DUE FROM PATIENT		1,632.00

Ex 30

* INDICATES NEW ITEMS SINCE LAST STATEMENT

TO VIEW/PAY YOUR ACCT VIA WEB: WWW.FWBMEDICALCENTER.COM/BILL.ASP
IF YOU HAVE QUESTIONS REGARDING YOUR ACCOUNT, PLEASE CALL: 850-863-7500
BALANCE DUE IN FULL. PAY IMMEDIATELY.

AUTOMATED PHONE INQUIRY & PAYMENT 24HRS/DAY
ONLINE BILLING INQUIRY & PAYMENT-AVAIL 24HRS/DAY

SERVICE REP AVAILABLE 8 AM - 6PM
FWBMEDICALCENTER.COM/BILL.ASP

Deposition of Francis J. Lopez

Exhibit 31

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

ACCOUNT SUMMARY

ACCOUNT NUMBER	5176-6900-0673-2635
TOTAL CREDIT LIMIT	$2,000
TOTAL CREDIT LIMIT AVAILABLE	$0
CASH CREDIT LIMIT †	$800
CASH LIMIT AVAILABLE	$0
STATEMENT DATE	04/13/05

† Cash Credit Limit is a portion of the Total Credit Limit

PAYMENT SUMMARY

OVERLIMIT AMOUNT	$156.19
MINIMUM PAYMENT*	$54.00
CURRENT PAYMENT DUE*	$210.19
PAYMENT DUE DATE	05/06/05
PAST DUE AMOUNT	$102.00

* See reverse side for an explanation of these amounts.

BALANCE SUMMARY

PREVIOUS BALANCE		$2,046.17
PAYMENTS/CREDITS	-	$0.00
PURCHASES/DEBITS	+	$64.00
FINANCE CHARGE	+	$46.02
NEW BALANCE	=	$2,156.19

Household Bank Rewards Summary

Previous Earnings	3,913
Earnings	0
Total Earnings	3,913

Earnings to expire in December 2008 3,913

TRANSACTION SUMMARY

TRAN DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT CHARGES	AMOUNT CREDITS
04/07	04/07	LATE CHARGE ASSESSMENT	10000003000000999851700	$35.00	
03/14	03/14	OVERLIMIT CHARGE ASSESSMENT	10000003000000999861100	$29.00	

YOUR ACCOUNT IS NOW PAST DUE PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE CALL US AT 800-395-0500.

2129 4144 #1625 50.00

5-16-05 877-291-8725

✓ MAIL PAYMENTS TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-305-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D D 00009402 HMP1

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT To Assure Proper Credit Please Write Your Account Number On Your Check

Household Bank

Account Number		5176-6900-0673-2635
New Balance	$2,156.19	
Payment Due Date	05/06/05	Current Payment Due $210.19

Make checks payable to HOUSEHOLD CREDIT SERVICES . Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount Enclosed $

S-00003491 000000700000

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

5176690006732635000210190021561 96

631

HOUSEHOLD BANK GOLD MASTERCARD STATEMENT

FRANCIS J LOPEZ

FINANCE CHARGE CALCULATION

This is a grace account. Grace period information on back.

	Balance Subject To Finance Charge/ Average Daily Balance	Daily Periodic Rate	Days In Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTAGE RATE
PURCHASES	$2,105.19	.07052%	31	$46.02	25.74%
CASH ADVANCES	$0.00	.00000%	31	$0.00	22.99%

ANNUAL PERCENTAGE RATE** 25.740%

**May be higher than Nominal Annual Percentage Rate if statement includes misc. finance charges.

✓ MAIL PAYMENTS TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

QUESTIONS?
24-HOUR CUSTOMER SERVICE
1-800-477-6000
OUTSIDE USA, COLLECT: 1-757-523-3880
TDD HEARING IMPAIRED: 1-800-305-9020
Manage your account online at:
www.householdbank.com

MAIL INQUIRIES TO:
HOUSEHOLD CREDIT SERVICES
PO BOX 81622
SALINAS CA 93912-1622

080370 E 13 0000000300 G STMT38 D D 00009402 HMP1

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

Household Bank

Account Number 5176-6900-0673-2635

New Balance $2,156.19
Payment Due Date 05/06/05
Current Payment Due $210.19

Make checks payable to HOUSEHOLD CREDIT SERVICES. Please write your account number on your check. Do not fold, staple or clip. Do not send cash. Please send your payment 7 days prior to the payment due date to ensure timely delivery.

Amount Enclosed $

S-00003491 000000700000

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

HOUSEHOLD CREDIT SERVICES
PO BOX 5222
CAROL STREAM IL 60197-5222

517669000673263500021019002156196

Deposition of Francis J. Lopez

Exhibit 32

STATEMENT

Page: 1

KELLY PLANTATION OWNERS ASSOC., INC
4393 COMMONS DRIVE EAST
DESTIN, FL 32541-3456
(850) 269-8000

Statement Date: 04/15/05

Salesperson:

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
Destin, FL 32541

Customer Number: 01-15/A

DATE	REFERENCE	DESCRIPTION	CHARGE	CREDIT	BALANCE
03/01/05	00158444IN		636.00		636.00

TOTAL 636.00

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE DUE
0.00	636.00	0.00	0.00	0.00	636.00

Ex 32

KELLY PLANTATION

February 10, 2005

Subj: Post-Hurricane Ivan Special Assessment Fee

Dear Kelly Plantation Owner:

As was discussed in our post-Hurricane Ivan town meeting, the Board of Directors approved a SPECIAL ASSESSMENT for Hurricane Debris Removal. You may remember that FEMA (Federal Emergency Management Agency) made an early declaration that they would not pay for debris removal from the private streets of gated communities. At that point, we hired a company from Georgia to begin the work. We felt that we had to act quickly to prevent damage to common area turf and any danger of fire and pest infestation caused by the large piles of debris. After some weeks, Okaloosa County decided to send the crews into the gated communities and fight with FEMA over reimbursement at a later date. When the county crews arrived, we halted the Georgia company we had hired. The expenses for that initial clean up effort are divided amongst all Kelly Plantation lot and home owners. The Hurricane Ivan Special Assessment is $86.00 per owner. If you have any questions, please call me at (850) 269-8234.

Sincerely,

Kim M. Wintner
Project Manager

4393 Commons Drive East, Destin, Florida 32541-3456
Corporate Office: (850) 650-9933 / Fax (850) 650-9234
Sales Center: (850) 837-6677 / 800-837-5080 / Fax: (850) 837-9503

INVOICE

KELLY PLANTATION OWNERS ASSOC., INC
4393 COMMONS DRIVE EAST
DESTIN, FL 32541-3456
(850) 269-8000

INVOICE NUMBER: 0015844-IN

INVOICE DATE: 03/01/05

SALESPERSON:

TAX SCHEDULE:

FRANCIS & MADELINE LOPEZ
310 SAND MYRTLE TRAIL
Destin, FL 32541

CUSTOMER NO.: 01-I5/A
CUSTOMER P.O.: Lot 5, Block I

CONTACT:

SHIP VIA:

TERMS: NET 30 DAYS

SALES CD	DESCRIPTION		QUANTITY	PRICE	AMOUNT
KP	MAIN ASSESSMENT	I	1.00	550.000	550.00
SPA	SPECIAL HURRICANE ASSESSMENT	EA	1.00	86.000	86.00

2ND QUARTER DUES (APRIL-JUNE)

NET INVOICE: 636.00

INVOICE TOTAL: 636.00

Deposition of Francis J. Lopez

Exhibit 33

Quicken® Platinum Select®

citi

ccount Number
108 9972 7903 3075

ustomer Service:
-800-772-7889

O ' . 44167
lac avilla, FL
2231-4167

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$13610	$0	$13610	$0	$848.33
Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
06/23/2005	$0.00 +	$17.67 +	$16.74 =	$34.41

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Standard Purch	
	6/23		LATE FEE - MAY PAYMENT PAST DUE	25.00
	6/23		PURCHASES*FINANCE CHARGE*PERIODIC RATE	1.58
			Rate Sale - Charged To Offer 4	
	6/23		ADVANCES*FINANCE CHARGE*PERIODIC RATE	15.16

→ Your account is past due. Please pay the Minimum Amount Due shown. Remember, regular monthly payments will help establish a good payment history with us. If you have already sent us this payment, thank you.

pd 1662 40.00

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$75.95	$25.00	$0.00	$1.58	$102.53
ADVANCES	$730.64	$0.00	$0.00	$15.16	$745.80
TOTAL	$806.59	$25.00	$0.00	$16.74	$848.33

Days This Billing Period: 30

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$76.71	0.06847%(D)	24.990%	24.990%
ADVANCES				
Standard Adv	$0.00	0.06847%(D)	24.990%	24.990%
Offer 4	$737.94	0.06847%(D)	24.990%	24.990%

SEND PAYMENTS TO: CITI CARDS P.O. BOX 6416 THE LAKES, NV 88901-6416 58395
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE. PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 07/18/2005

E4 33

Quicken® Platinum Select®

citi

Account Number
5308 9972 7903 3075

Customer Service:
1-800-772-7889
) Box 44167
,cksonville, FL
32231-4167

Total Credit Line	Available Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
$13610	$0	$13610	$0	$806.59

Statement/ Closing Date	Amount Over Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
05/24/2005	$0.00 +	$0.00 +	$17.67 =	$17.67

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
	5/02		Payments, Credits & Adjustments CLICK-TO-PAY PAYMENT, THANK YOU	-32.09
	5/24		Standard Purch PURCHASES*FINANCE CHARGE*PERIODIC RATE	1.66
	5/24		Rate Sale - Charged To Offer 4 ADVANCES*FINANCE CHARGE*PERIODIC RATE	16.01

Please note that payments must be received by 1:00 p.m., local time, on a bank business day at the payment processing facility that handles your payments, in order to be credited to your account as of that day, and payments must conform to the payment instructions set forth on the reverse side. All conforming payments received at the payment processing facility after that time will be credited as of the following bank business day.

Our records show home phone 850-650-8341 and business phone 760-214-1955. Please update coupon if incorrect.

18.22

1618

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments & Credits	(+) FINANCE CHARGE	(=) New Balance
PURCHASES	$76.62	$0.00	$2.33	$1.66	$75.95
ADVANCES	$744.39	$0.00	$29.76	$16.01	$730.64
TOTAL	$821.01	$0.00	$32.09	$17.67	$806.59

Days This Billing Period: 32

Rate Summary	Balance Subject to Finance Charge	Periodic Rate	Nominal APR	ANNUAL PERCENTAGE RATE
PURCHASES				
Standard Purch	$75.75	0.06847%(D)	24.990%	24.990%
ANCES				
Standard Adv	$0.00	0.06847%(D)	24.990%	24.990%
Offer 4	$730.79	0.06847%(D)	24.990%	24.990%

SEND PAYMENTS TO: CITI CARDS P.O. BOX 6416 THE LAKES, NV 88901-6416 40045

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE. PAYMENT MUST BE RECEIVED BY 1:00 PM LOCAL TIME ON 06/20/2005

Deposition of Francis J. Lopez

Exhibit 34

Valley Forge Life Insurance Company

INSURANCE SERVICES
(800) 437-8854
P.O. Box 305153
Nashville, TN 37230-5153

STATEMENT OF PREMIUMS DUE

JANUARY 11, 2005

AGENT INFORMATION:

MADELEINE LOPEZ
5461 LOS ROBLES DR
CARLSBAD, CA 92008

BROOKS GILBERT TOWNSEND
1136 DESTREE
ESCONDIDO, CA 92027

INDIVIDUAL LIFE INSURANCE FOR:	FRANCIS JOSEPH LOPEZ
ANNUAL RENEWAL PREMIUM DUE FOR:	FEBRUARY 05, 2005
POLICY NUMBER:	VITU045025
BILL CONTROL NUMBER:	0110100090
AMOUNT DUE:	$486.40

"IMPORTANT NOTICE: Except as specifically provided in your policy relative to any non-forfeiture benefits, if the premium indicated above is not received within 31 days of the due date indicated, your coverage will terminate effective as of the premium due date, and no benefits will be payable after such date."

KEEP THIS PORTION. A RETURN ENVELOPE IS ENCLOSED FOR YOUR CONVENIENCE. TU

0TU012LVITU045025ZZ0000486402005020501101000901000000006

Valley Forge Life Insurance Company

INDIVIDUAL LIFE INSURANCE FOR: FRANCIS JOSEPH LOPEZ
ANNUAL RENEWAL PREMIUM DUE FOR: FEBRUARY 05, 2005
POLICY NUMBER: VITU045025

☐ PLEASE CHECK THIS BOX IF YOU ARE REQUESTING ADDITIONAL INFORMATION OR YOUR ADDRESS HAS BEEN CHANGED. INDICATE YOUR CORRECT ADDRESS OR INFORMATION DESIRED ON THE REVERSE OF THIS PREMIUM NOTICE.

MADELEINE LOPEZ
5461 LOS ROBLES DR
CARLSBAD, CA 92008

PLEASE RETURN TO:

TU

VALLEY FORGE LIFE INSURANCE COMPANY
PO BOX 78351
PHOENIX AZ 85062-8351

AMOUNT REMITTED: $ ______________

AMOUNT DUE: $486.40

PLEASE REMIT U.S. CURRENCY ONLY

0TU012LVITU045025ZZ0000486402005020501101000901000000006

Ex 34

Deposition of Francis J. Lopez

Exhibit 35

BEST BUY
Thousands of Possibilities | GET YOURS

stomer Service (Servicio al Cliente): 1-800-42 5981

Payment Address: Retail Services PO Box 5238 Carol Stream IL 60197-5238
Mail Billing Inquiries to: Retail Services PO Box 15521 Wilmington DE 19850-5521
Days in Billing Cycle: 30

Statement Date: 05/03/2005

Account Summary

Account Number: 7021-2701-0278-5762

PAYMENT DUE DATE	TOTAL MINIMUM PAYMENT DUE	NEW BALANCE	PAST DUE AMOUNT	AVAILABLE CREDIT
05/28/2005	$252.00	$2,898.85	$186.00	$0.00

FOR $15 YOU CAN TAKE ADVANTAGE OF OUR PAY BY PHONE PROGRAM. AVOID FURTHER COLLECTION ACTIVITY. CALL 1-800-420-5981

Please see reverse for important disclosures, including grace period information.

Transactions

Transaction Date	Transaction Detail	Promo. Type/Credit Plan	Amount
04/04/2005	Previous Balance		$2,807.49
04/28/2005	Late Charge Assessment		$35.00
05/03/2005	Billed Finance Charges		$56.36
05/03/2005	New Balance		$2,898.85

Finance Charge Summary

Promotion Type/ Credit Plan	Purchase Date	Promotion Expiration Date	Previous Balance	Average Daily Balance	Variable Daily Periodic Rate	Corresponding APR	ANNUAL PERCENTAGE RATE (APR)	FINANCE CHARGES at Periodic Rate	Deferred FINANCE CHARGES	New Balance	Minimum Payment Due
Regular Purchase 04001-01	N/A	N/A	$1,691.76	$1,708.09	0.06616%	24.15%	24.15%	$33.90	N/A	$1,725.66	$231.86
Regular Purchase 04005-02	N/A	N/A	$601.05	$606.85	0.06616%	24.15%	24.15%	$12.04	N/A	$613.09	$20.14
Regular Purchase 00007-03	N/A	N/A	$322.72	$332.84	0.06616%	24.15%	24.15%	$6.58	N/A	$364.30	$.00
Regular Purchase 04010-04	N/A	N/A	$191.96	$193.81	0.06616%	24.15%	24.15%	$3.84	N/A	$195.80	$.00

STMT1731 (04/04)

Page 1 of 1 05030030124

Please return coupon below with your payment.

BEST BUY CO., INC.

Customer Service (Servicio al Cliente): 1-800-420-5981

ACCOUNT NUMBER	NEW BALANCE	PAYMENT DUE DATE	RECOMMENDED MAIL DATE	TOTAL MINIMUM PAYMENT DUE
7021-2701-0278-5762	$2,898.85	05/28/2005	05/19/2005	$252.00

AMOUNT ENCLOSED $

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

00169

Please complete using black or blue ink only.
Make checks payable to Retail Services. Include your account number on your check or money order.

RETAIL SERVICES
PO BOX 5238
CAROL STREAM IL 60197-5238

0 002898850002520000070212701027857620016594

Ex 35

BEST BUY
Thousands of Possibilities | GET YOURS

[redacted]tomer Service (Servicio al Cliente): 1-800[redacted]-5981

Payment Address: Retail Services PO Box 5238 Carol Stream IL 60197-5238
Mail Billing Inquiries to: Retail Services PO Box 15521 Wilmington DE 19850-5521
Days in Billing Cycle: 30

Statement Date: 05/03/2005

Account Summary

Account Number: 7021-2701-0278-5762

PAYMENT DUE DATE	TOTAL MINIMUM PAYMENT DUE	NEW BALANCE	PAST DUE AMOUNT	AVAILABLE CREDIT
05/28/2005	$252.00	$2,898.85	$186.00	$0.00

FOR $15 YOU CAN TAKE ADVANTAGE OF OUR PAY BY PHONE PROGRAM. AVOID FURTHER COLLECTION ACTIVITY. CALL 1-800-420-5981

Please see reverse for important disclosures, including grace period information.

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Promotion Type/ Credit Plan	Purchase Date	Promotion Expiration Date	Previous Balance	Average Daily Balance	Variable Daily Periodic Rate	Corresponding APR	ANNUAL PERCENTAGE RATE (APR)	FINANCE CHARGES at Periodic Rate	Deferred FINANCE CHARGES	New Balance	Minimum Payment Due
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Regular Purchase 04005-02	N/A	N/A	$601.05	$606.85	0.06616%	24.15%	24.15%	$12.04	N/A	$613.09	$20.14
Regular Purchase 00007-03	N/A	N/A	$322.72	$332.84	0.06616%	24.15%	24.15%	$6.58	N/A	$364.30	$.00
Regular Purchase 04010-04	N/A	N/A	$191.96	$193.81	0.06616%	24.15%	24.15%	$3.84	N/A	$195.80	$.00

STMT173H (04/04)

Page 1 of 1 05030030124

Please return coupon below with your payment.

BEST BUY CO., INC.

Customer Service (Servicio al Cliente): 1-800-420-5981

ACCOUNT NUMBER	NEW BALANCE	PAYMENT DUE DATE	RECOMMENDED MAIL DATE	TOTAL MINIMUM PAYMENT DUE
7021-2701-0278-5762	$2,898.85	05/28/2005	05/19/2005	$252.00

AMOUNT ENCLOSED $

FRANCIS J LOPEZ
PO BOX 219
DESTIN FL 32540-0219

00169

Please complete using black or blue ink only.
Make checks payable to Retail Services. Include your account number on your check or money order.

RETAIL SERVICES
PO BOX 5238
CAROL STREAM IL 60197-5238

0

00289885000252000007021270102785762001694

DOCKET NUMBER 62

CSD 1181 [10/17/05]
Name, Address, Telephone No. & I.D. No.

M. Jonathan Hayes (CA Bar No. 90388)
21800 Oxnard St. Ste 840
Woodland Hills, CA 91367
(818) 710-3656
(818) 710-3659 fax

FILED PT
2006 JUN -1 AM 9:30
CLERK
U.S. BANKRUPTCY CT
SO DIST OF CALIF.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West "F" Street, San Diego, California 92101-6991

In Re
Francis Lopez
Alleged Debtor

BANKRUPTCY NO. 05-05926-PBINVL

Tax I.D. (EIN)#:______________/S.S.#:XXX-XX-______ Debtor.

NOTICE OF HEARING AND MOTION

TO THE DEBTOR, ALL CREDITORS AND OTHER PARTIES IN INTEREST:

YOU ARE HEREBY NOTIFIED that on June 26, 2006, at 2:00 p.m., in Department 4, Room _____, of the Jacob Weinberger United States Courthouse, located at 325 West "F" Street, San Diego, California 92101-6991, there will be a hearing regarding the Motion of ____________________, for [check the appropriate box]:

[ ] Dismissal of a chapter 7, 11 or 12 case;

[ ] Conversion of a chapter 7, 11 or 12 case by a party other than the debtor;

[ ] Allowance of [interim] [final] compensation or reimbursement of expenses of professionals as provided in Exhibit "A" [information required by Federal Rule of Bankruptcy Procedure 2002(c)(2)];

[ ] Appointment of a trustee in a chapter 11 case; or

[✓] Other [specify the nature of the matter]:

MOTION BY ALLEGED DEBTOR FOR SUMMARY JUDGMENT AND AN ORDER DISMISSING INVOLUNTARY PETITION

If not required to be attached, a set of the moving papers will be provided, upon request, by the undersigned or may be inspected at the office of the Clerk.

Any opposition or other response to the motion must be served upon the undersigned and the original and one copy of such papers with proof of service must be filed with the Clerk of the U.S. Bankruptcy Court at 325 West "F" St., San Diego, California 92101-6991, NOT LATER THAN FOURTEEN (14)[1] DAYS FROM THE DATE OF SERVICE.

DATED: May 29, 2006

[signature]
[Attorney for] Moving Party

[1]If you were served electronically or by mail, you have three (3) additional days to take the above-stated actions.

CSD 1181 (Page 2) [10/17/05]

CERTIFICATE OF SERVICE

I, the undersigned whose address appears below, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age;

That on 29th day of May, 2006, I served a true copy of the within NOTICE OF MOTION AND HEARING by [describe here mode of service]

by placing the document into a sealed envelope with postage thereon fully prepaid in the United States mail at Woodland Hills, California addressed as set forth below

on the following persons [set forth name and address of each person served] and/or as checked below:

[ ] Attorney for Debtor (if required):

L. Scott Keehn
Robbins & Keehn, APC
530 "B" Street, Ste 2400
San Diego, CA 92101

[ ] For Chpt. 7, 11, & 12 cases:

UNITED STATES TRUSTEE
Department of Justice
402 West Broadway, Suite 600
San Diego, CA 92101

[ ] For ODD numbered Chapter 13 cases:

THOMAS H. BILLINGSLEA, JR., TRUSTEE
530 "B" Street, Suite. 1500
San Diego, CA 92101

[ ] For EVEN numbered Chapter 13 cases:

DAVID L. SKELTON, TRUSTEE
525 "B" Street, Suite 1430
San Diego, CA 92101-4507

I certify under penalty of perjury that the foregoing is true and correct.

Executed on May 29, 2006
(Date)

Cassidy Hayes [signature]
(Typed Name and Signature)

21800 Oxnard St. Ste 840
(Address)

Woodland Hills, CA 91367
(City, State, ZIP Code)

M. Jonathan Hayes (Bar No. 90388)
Law Office of M. Jonathan Hayes
21800 Oxnard St, Suite 840
Woodland Hills, CA 91367
Telephone: (818) 710-3656
Facsimile: (818) 710-3659
jhayes@polarisnet.net

FILED PT
2006 JUN -1 AM 9:30
U.S. BANKRUPTCY CT
SO DIST OF CALIF

Attorneys for Alleged Debtor Francis Lopez

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAN DIEGO DIVISION

In Re: FRANCIS J. LOPEZ, Alleged Debtor	CASE NO. 05-05926-PBINV Involuntary Chapter 7 **NOTICE OF MOTION AND MOTION BY ALLEGED DEBTOR FOR SUMMARY JUDGMENT AND AN ORDER DISMISSING INVOLUNTARY PETITION; DECLARATIONS OF M. JONATHAN HAYES, FRANCIS J. LOPEZ AND STEVEN DAVIS IN SUPPORT THEREOF** Date: June 26, 2006 Time: 2:00 p.m. Ctrm: 4

TO THE HONORABLE PETER W. BOWIE, UNITED STATES BANKRUPTCY JUDGE, TO PETITIONING CREDITORS ALAN STANLY, NORTHWEST FLORIDA DAILY NEWS, ALTERNATIVE RESOLUTION CENTER:

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In Re H.I.J.R. Property, (D. Colo. 1990) 115 B.R. 275. 11

In Re Kidwell, (Bkrtcy E.D. Cal. 1993) 158 B.R. 203 9

In Re Leek Corp., (Bkrtcy. Fla. 1985) 52 B.R. 311 11

In Re Manchester Lakes Assoc., (Bkrtcy. E.D.Va. 1985) 47 B.R. 798 10

In Re Norris, (Bkrtcy. W.D.La. 1995) 183 B.R. 437 10

In Re Smith (Bkrtcy. N.D.Ga. 1999) 243 B.R. 169, 183 9

an additional petitioning creditor. (See **Exhibit "C"**) Alternative Resolution Center does not qualify as a petitioning creditors as no debt is owed to it or was owed to it on June 30, 2005.

Francis J. Lopez and Alan Stanly have been involved in significant litigation against each other since before the bankruptcy filing of their entity Prism Advanced Technologies, Inc. ("Prism") in 2003. This litigation has been bitterly fought for the past three years and is now pending in Superior Court between the parties, namely Lopez v Stanly, Case No. GIN029692, filed on May 14, 2003, San Diego Superior Court, North County. In that matter, Mr. Lopez is suing Mr. Stanly for numerous causes of action, including invasion of privacy, breach of fiduciary duty, trespass and identity theft. Mr. Stanly filed a cross-complaint, of course.

Recently, in a second case, Mr. Stanly was successful in obtaining a judgment against Mr. Lopez for approximately $50,000 relating to a guarantee both had made to Union Bank of a Prism loan. This involuntary chapter 7 petition is simply an extension of the litigation and a new strategy by Mr. Stanly to cause as much business and personal pain to Mr. Lopez as possible.

Recently in a third case, Mr. Stanly sued the wife of Lopez in San Diego Limited Jurisdiction court claiming that Mrs. Stanly is in possession of assets supposedly belonging to Stanly or one of his related entities.

Recently in a fourth case, Mr. Stanly sued the corporation owed by Mrs. Stanly claiming that her corporation has improperly claimed ownership to certain software supposedly owned by Mr. Stanly or one of his related entities. That matter is now pending in United States District Court in San Diego.

In any event, Mr. Lopez has been a permanent resident of Florida since July, 2003 when he and his family moved there from California. He owns a residence in Florida with his wife as Tenancy by the Entirety. His only other assets of any consequence are his claims against Mr. Stanly and certain software which Stanly claims is owned by him.

His creditors are almost all consumer type debts which he generally pays each month. He has not been paying Stanly because he believes that the judgment will be overturned on appeal. Lopez offered in April, 2006, to pay Stanly in full in return for a dismissal of this case and that offer was rejected.

III.

PROCEDURAL STATUS OF THE CASE

Pursuant to Federal Rule of Bankruptcy Procedure 1013(a): Contested petition.

> The court shall determine the issues of a contested petition at the earliest practicable time and forthwith enter an order for relief, dismiss the petition, or enter any other appropriate order.

The petition in this involuntary case was filed by a single petitioning creditor Alan Stanley on June 30, 2005, more than ten months ago. Lopez initially filed a Motion to Dismiss the Involuntary Petition or to Transfer the case to Florida which was heard on August 22, 2005. In his response to the Motion to Dismiss, Stanly testified by declaration that he believed that the debtor had only three or four creditors.

On October 3, 2005 (six months ago), Stanly sent out subpoenas to various creditors of Mr. Lopez. On December 30, 2005, Stanly served more subpoenas to various creditors. No documents obtained by any of these subpoenas have been turned over to Lopez.

On December 12, 2005, Stanly served discovery on Mr. Lopez. The discovery encompassed issues both as to how many creditors existed on June 30, 2005 and as to whether or not Mr. Lopez was generally paying his debts as they became due. The responses were provided to Stanly on or about January 18, 2006. At that time, Lopez served a significant number of documents on Stanley. On February 8, 2006, after complaining by Mr. Keehn, Lopez served additional documents. No Motion to Compel was filed because the sufficiency of the responses were proper.

Lopez filed a Motion to Bifurcate the Trial which was granted at a hearing on December 19, 2005. The Motion to Bifurcate was granted although no trial date has been set as of the date of filing this motion.

Counsel for Mr. Stanly took the deposition of Mr. Lopez finally on April 27, 2006. The deposition was concluded on that day. Again, Mr. Keehn spent considerable time that day questioning Mr. Lopez as to whether or not he was generally paying his debts as they became due. A significant amount of additional documents were provided by Mr. Lopez on that day as well covering the issue of whether or not Mr. Lopez was generally paying his debts as they became due.

A Status Conference is now set for June 26, 2006 at which time the court has indicted it would set a trial date, at least as to the issue of the total number of creditors as well as determine how many petitioning creditors there are at this time.

IV.

AUTHORITY GRANTING SUMMARY JUDGMENT

Federal Rules of Civil Procedure (hereinafter "FRCP"), Rule 56(b), provides that a party "may, at any time, move with or without supporting affidavits for summary judgment in the party's favor as to all or any part thereof." Under the provisions of FRCP, Rule 56(c), summary judgment, either in whole or in part, is appropriate if all of the relevant pleadings and evidence reveal "that there is no genuine issue as to any material fact the moving party is entitled to judgment as a matter of law."

In deciding whether a party is entitled to judgment as a matter of law, the court is to keep in mind the obvious purpose of summary judgment "is to isolate and dispose of factually unsupported claims or defenses," which is demonstrated by a "'showing' that there is an absence of evidence to support the nonmoving party's case." *Celotex v. Catrett*, 477 U.S. 317, 324-325 (1986); see also, *Wynne v. Tufts University School of Medicine*, 976 F.2d 791 (1st Cir. 1992) (the purpose of summary judgment is to "pierce the boilerplate of the pleading and assay the parties' proof in order to determine whether trial is actually required.").

Indeed, F.R.C.P. 56(e) states in part,

> When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.

In responding to this motion, Stanly is required to come forward with evidence that there are fewer than 12 creditors. He cannot merely assert that the issue of the number of total creditors is in dispute. He required to come forward with evidence that Mr. Lopez was not generally paying his debts as they became due prior to June 30, 2005.

In this case, Lopez is entitled to summary judgment because there is no material issue of fact as to the number of creditors as of June 30, 2005, whther or not Mr. Lopez is generally paying his debts as they were due a year ago, and as to how many petitioning creditors there are in any event.

V.

THERE ARE INSUFFICIENT PETITIONING CREDITORS AND THERFORE THIS CASE MUST BE DISMISSED

At the time the Involuntary Petition was filed, June 30, 2005, Lopez had at least 22 creditors. He attested to this fact on September 7, 2005 with his Answer, a copy of which is attached hereto as **Exhibit "A."** Section 303 of the bankruptcy code therefore requires that there be at least three petitioning creditors.

Section 303 states:

> (b) An involuntary case against a person is commenced by the filing with the bankruptcy court of a petition under chapter 7 or 11 of this title—

(1) by three or more entities, each of which is either a holder of a claim against such person that is not contingent as to liability or the subject of a bona fide dispute as to liability or amount, or an indenture trustee representing such a holder, if such noncontingent, undisputed claims aggregate at least $12,300 more than the value of any lien on property of the debtor securing such claims held by the holders of such claims;

(2) if there are fewer than 12 such holders, excluding any employee or insider of such person and any transferee of a transfer that is voidable under section 544, 545, 547, 548, 549, or 724(a) of this title, by one or more of such holders that hold in the aggregate at least $10,000 . . .

Seeing that Lopez clearly had more than 12 creditors and therefore three petitioning creditors are required, Stanly began a desperate attempt to find more petitioning creditors. On or about December 20, 2005, more than two months after the first set of subpoenas were served by Stanly to creditors of Lopez (and almost six months after the petition was filed), Northwest Daily News, with a purported claim of $69.30 was induced by Stanly or his counsel to join the involuntary petition. Eight days later Alternative Resolution Center, with a purported claim of $1,575.00, joined as well.

Lopez owed no debt to Alternative Resolution Center on June 30, 2005, see Declarations of Francis Lopez, par. --, Declaration of Steven Davis, par. 3.

Therefore there is, at most, only two petitioning creditors in the face of well more than 12 total creditors and this involuntary case must be dismissed.

The requirement that, in the presence of 12 or more creditors, at least 3 must petition before an order for relief issues is not jurisdictional, but is an **absolute defense** to the issuance of an order for relief. *In Re Kidwell*, (Bkrtcy E.D. Cal. 1993) 158 B.R. 203. If no more petitioning creditors join this case, it is Stanly's **burden** to prove that the alleged debtor has fewer than 12 creditors. *In Re Smith* (Bkrtcy. N.D.Ga. 1999) 243 B.R. 169, 183.

All creditors are to be counted, no matter how small. The court may *not* exclude small, recurring or de minimus creditors. *Hornblower & Weeks-Hemphill Noyes v. Okamoto*, (9th Cir. 1974) 491 F.2d 496.[1]

Stanly may assert, as his counsel has stated in court several times, that some of the creditors of Lopez are not counted because the creditor has received a preference, fraudulent conveyance or other avoidable transfer. If this is the case, it is Stanly's burden to prove this and he has no had more than eleven months to gather the evidence (including the debtor's exam taken of the debtor a month before the involuntary petition wad filed). Per the Declaration of Lopez, he made no payments to any of his 22 creditors that were outside of the ordinary course of business or were made to delay, hinder or defraud his creditors.

In summary, alleged debtor has at least 22 creditors as defined by 11 U.S.C. §303(b). This case cannot proceed unless three **qualified** creditors petition this court today.

VI.

THE ALLEGED DEBTOR IS GENERALLY PAYING HIS DEBTS AS THEY BECOME DUE AND THERFORE THIS CASE MUST BE DISMISSED

Should the court be presented prior to or at the hearing on this motion with two more petitioning creditors who are not secured, whose claims are not contingent, and whose claims are not subject to a bona fide dispute (11 U.S.C. §303(b)) the next issue will be as set forth in 11 U.S.C. §303(h) (1) which provides that an order for relief may *only* issue (when the petition is timely controverted) if:

> "the debtor is generally not paying such debtor's debts as such debts become due unless such debts are the subject of a bona fide dispute;."

---

[1] There is a split of authority on this issue in the circuits. For a discussion on the split, the policy reasons behind both sides of that argument see *Matter of Rassi* (7th Cir. 1983) 701 F.2d 627, where the court decided to follow the Ninth Circuit, which appears to be the majority rule.

First, it is Stanly's burden to establish this fact. *In Re Norris*, (Bktrcy. W.D.La 1995) 183 B.R. 437. The test is applied as of the petition date (here 6/30/05). *In Re Caucus Distributors, Inc.*, (Bkrtcy E.D.Va 1988) 83 B.R. 921.

In order to establish that alleged debtor is not paying his debts as they become due, petitioning creditors must show more than the existence of just a few unpaid debts – as of the petition date. *Matter of Cinnamon Lake Corp.* (Bkrtcy Fla. 1985) 48 B.R. 70.

The court should not turn to any pure mathematical test by any means. *In Re Norris*, (Bkrtcy. W.D.La. 1995) 183 B.R. 437. Moreover, several courts have held that the alleged debtor's overall ability to pay some or all debts (i.e. a balance sheet test) is not a proper factor, and is irrelevant to the analysis. *In Re Manchester Lakes Assoc.*, (Bkrtcy. E.D.Va. 1985) 47 B.R. 798; *Matter of Itill*, (Bkrtcy. D.Minn. 1980) 5 B.R. 79.

There is no bright line rule to guide the court in determining whether a particular debtor is generally paying his debts as they become due. Instead, courts apply a balancing test where the court must compare the number of debts unpaid and paid each month, the amount of delinquency, the materiality of any nonpayment and the general nature of the debtor's financial affairs. *In Re Leek Corp.*, (Bkrtcy. Fla. 1985) 52 B.R. 311; *In Re Better Care Ltd.*, (Bkrtcy. N.D.Ill. 1989) 97 B.R. 405. Courts in this circuit have held that failure to pay one creditor does not establish that a debtor generally was not paying his debts as they come due. *In Re H.I.J.R. Property*, (D. Colo. 1990) 115 B.R. 275.[2]

Finally, the court may in fact examine whether there is a reasonable basis for nonpayment exists, other than a bona fide dispute, such as commercial practice. *In Re Systems Communications, Inc.*, (Bkrtcy. M.D.Fla. 1999) 234 B.R. 145.

In addition, the recently enacted S.B. 256 modified Section 303 in an important respect. As revised by S.B. 256, 11 U.S.C. §303(h)(1) now reads:

"(h) . . . [A]fter trial, the court shall order relief against the debtor in

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[2] The general rule has an exception, that where there are only one or two creditors, a single creditor's claim will satisfy the not generally paying debts standard. *In Re H.I.J.R. Properties, supra*, 115 B.R. at 277. The exception does not apply here, as alleged debtor has dozens of creditors.

> an involuntary case under the chapter under which the petition was filed, only if –
>
> (1) the debtor is generally not paying such debtor's debts as such debts become due unless such debts are the subject of a bona fide dispute as to liability or amount; or …"

The addition of the phrase "as to liability or amount" clearly evidences the intent of Congress to exclude, from the analysis of "generally paying his debts as they become due," debts whose amounts are in controversy. .

This revision is the law now, and applies with respect to any involuntary case commenced before, on or after enactment of the Act. (See Editor's Notes to 11 U.S.C. §303, Footnote 11, U.S. Bankruptcy Code as Amended by S.B. 256, Reprinted with permission by the NACBA, updated March 21, 2005. Thus, Stanly may not, for the purpose of this case, point to his own debt or any other disputed debt, as evidence that the putative debtor is not generally paying his debts as they become due. In any event, the alleged debtor has appealed the judgment entered against him in favor of Stanly.

The evidence establishes that Mr. Lopez was generally paying his debts as they became due prior to June 30, 2005. He pays his bills generally as they are received. The monthly expenses are overwhelmingly consumer related, general household expenses. If they are not generally paid as they become due, they are cancelled by the creditor obviously. Newspapers and utilities and insurance companies do not continue to provide services if the buyer is not generally paying his debts as they become due. Mortgages and secured creditors foreclose if the debtor is not generally paying his debts as they become due. Bills are occasionally paid by Mr. Lopez beyond the due date, but with very few exceptions, within 30 days of receipt. This will be the testimony as to the 22 creditors that Lopez pays monthly.

Suffice to say that, applying these legal principals to the facts, Stanly will fail in his burden to prove that alleged debtor is not generally paying his debts as they become due.

VII.

CONCLUSION

Alleged Debtor prays that this court grant him summary judgment and dismiss this case, and for other orders which are just.

Dated: May 29 2006

Respectfully submitted

By: ______________________________

M. Jonathan Hayes
Attorney for Alleged Debtor Francis Lopez

Signature by the attorney constitutes a certification under Fed. R. Bankr. P. 9011 that the relief provided by the order is the relief granted by the court.

Submitted by:

By: ______________________________

M. Jonathan Hayes
Attorney for Francis J. Lopez

DECLARATION OF FRANCIS LOPEZ

I, Francis Lopez, declare and state as follows:

1. I am the alleged debtor in this involuntary proceeding. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto.

2. I spoke with Eleanor Hypes, who is a clerk at NWF Daily News who signed the petition. She has no idea what she got herself into, but was very nervous and reluctant to talk. I disputed the bill with her, and she gave me the name of a payables clerk to talk to, who hasn't called me back yet.

3. Attached hereto as **Exhibit "A"** is a true and correct copy of the Answer I filed in this case.

4. I did not owe any debt to Alternative Resolution Center on June 30, 2005.

5. I have been a permanent resident of Florida since July, 2003 when my family and I moved there from California. I own a residence in Florida with my wife as Tenancy by the Entirety. My only other assets of any consequence are my claims against Mr. Stanly and certain software I own which Stanly claims is owned by him.

6. My creditors are almost all consumer type debts which I generally pay each month, generally as the bills are received. The monthly expenses are overwhelmingly consumer related, general household expenses. If they are not generally paid as they become due, they are cancelled by the creditor. Newspapers and utilities and insurance companies do not continue to provide services if the buyer is not generally paying his debts as they become due. I was paying my mortgages and other secured creditors generally as they become due. Bills are occasionally paid beyond the due date, but with very few exceptions, within 30 days of receipt.

7. I have not been paying Stanly because I believe that the judgment will be overturned on appeal. I offered in April, 2006, to pay Stanly in full in return for a dismissal of this case and that offer was rejected.

8. None of the 22 creditors are an employee or insider of mine.

9. None of the 22 creditors received any payments or transfers from me for less than fair value or with my intent to delay, hinder or defraud my creditors.

10. None of the 22 creditors are contingent as to liability or disputed except as to Northwest Daily News.

11. I was generally paying my debts as they became due prior to June 30, 2005.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief. Executed on this __th day of May, 2006 at Destin, Florida.

By:______________________________
Francis J. Lopez

DECLARATION OF M. JONATHAN HAYES

I, M. Jonathan Hayes, declare and state as follows:

1. I am an attorney, authorized to practice before this court. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would testify competently thereto.

2. Attached hereto as Exhibits B and C are true and correct copies of Joinder in Involuntary Petition for Northwest Daily News and Alternative Resolution Center.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief. Executed on this 29th day of May, 2006 at Woodland Hills, California.

By: [signature]
M. Jonathan Hayes

DECLARATION OF STEVEN DAVIS

That I, Steven Davis, say and declare as follows:

1. That I am the principal of ARC, an alternative dispute resolution service here in Los Angeles. That ARC administered a discovery referee pursuant to court order in the matter of *Lopez v. Stanly*, Case Number GIN029692.

2. That I received a telephone call from Alan Stanly, who made certain representations to me in connection with his request that I sign a statement indicating that there was an unpaid balance to ARC of approximately $1,500.00. That representations were made to me in that call, although I do not remember exactly what they were, and because I was very busy and did not have time to double or triple check the representations, I signed the statement.

3. Subsequently I received a call from Mr. Lopez inquiring as to why I would sign the statement since he did not owe ARC any money, and it appears after careful review of my records, that Mr. Lopez is correct. Mr. Lopez has no outstanding balance and my signature was obtained in error.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on January 19, 2006 at Los Angeles, California.

Steven Davis

M. Jonathan Hayes (Bar No. 90388)
Law Office of M. Jonathan Hayes
21800 Oxnard St, Suite 840
Woodland Hills, CA 91367
Telephone: (818) 710-3656
Facsimile: (818) 710-3659
jhayes@polarisnet.net

Attorneys for Alleged Debtor Francis Lopez

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05 SEP -7 AM 9:27
CLERK
U.S. BANKRUPTCY CT.
SO. DIST. OF CALIF.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAN DIEGO DIVISION

In Re: FRANCIS J. LOPEZ, Alleged Debtor	CASE NO. 05-05926-PBINV Involuntary Chapter 7 **ANSWER OF ALLEGED DEBTOR TO INVOLUNTARY PETITION**

COMES NOW the alleged debtor Francis J. Lopez ("alleged debtor" or "Lopez") and answers the involuntary petition as follows:

1. Alleged debtor admits that the matters raised in the petition are a core proceeding pursuant to 28 U.S.C. §157(b)(1) and (b)(2)(4).

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2. Alleged debtor denys that he has been domiciled in this district for the 180 days preceding the filing of the involuntary petition. Alleged debtor admits that a bankruptcy case concerning debtor's affiliate is pending in the district.

3. Alleged debtor denies that his debts are primarily business debts.

4. Alleged debtor has authority to answer the involuntary petition pursuant to Federal Rules of Bankruptcy Procedure Rule 1011(a).

FIRST AFFIRMATIVE DEFENSE

5. Alleged debtor asserts that the court lacks subject matter jurisdiction on the basis that the alleged debtor has more than 12 creditors and the petition was executed and initiated by only one creditor. Pursuant to FRBP Rule 1003(b), a list of all of the alleged debtor's creditors, addresses and a brief statement of the nature of their claims is attached hereto and incorporated by reference as Exhibit A. Alleged debtor reserves the right to supplement, add or amend the information contained in Exhibit A as further information is obtained.

SECOND AFFIRMATIVE DEFENSE

6. Alleged debtor asserts that the court lacks subject matter jurisdiction on the basis that the petitioning creditor is disqualified from bringing an involuntary petition against this alleged debtor because the alleged debt that constitutes the basis of petitioning creditor's claim is subject to a bona fide dispute.

THIRD AFFIRMATIVE DEFENSE

7. Alleged debtor alleges that the petition was filed in bad faith and for the purpose of disrupting on-going litigation between the alleged debtor and the petitioning creditor.

FOURTH AFFIRMATIVE DEFENSE

8. Alleged debtor asserts that the order for relief should not issue because the alleged debtor was, as of the date of the petition, generally paying his debts as they became due, unless those debts were subject to a bona fide dispute.

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FIFTH AFFIRMATIVE DEFENSE

9. Alleged debtor asserts that the case should be transferred to Florida which is the proper venue.

PRESERVATION OF CLAIMS

10. Alleged debtor hereby reserves and shall not be deemed by this answer to have waived his rights to a cross claim or other relief pursuant to 11 U.S.C. §303(i)(1) and (2) and all subparts thereto, and as against petitioning creditors and/or those acting in conjunction with or counseling them.

WHEREFORE, alleged debtor prays:

1. That the court decline to enter any order for relief pursuant to 11 U.S.C. §303;
2. That the court dismiss the petition forthwith;
3. That the court thereafter permit the alleged debtor to seek compensation by counterclaim or other appropriate method for the entry of a judgment against petitioning creditor and other appropriate parties, pursuant to 11 U.S.C. §303(i); and
4. Such other relief as the court may deem proper.

Respectfully submitted,

LAW OFFICES OF M. JONATHAN HAYES

Dated: Sept 6, 2005

By: [signature]

M. Jonathan Hayes, attorney for Francis J. Lopez

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Signature by the attorney constitutes a certification under Fed. R. Bankr. P. 9011 that the relief provided by the order is the relief granted by the court.

Submitted by:

By: ______________________
M. Jonathan Hayes
Attorney for Francis J. Lopez

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FRANCIS LOPEZ
EXHIBIT A
LIST OF CREDITORS

Progressive Insurance
PO Box 31260
Tampa, FL 33631
Acct. 37287380-4
$157.20
Insurance, Auto

Coastal Community Insurance
12139 Panama City Beach Pkwy.
Panama City Beach, FL 32407
Policy No. LHQ336763
$1,013.00
Insurance, Flood (Property)

Quicken Platinum Card
PO Box 44167
Jacksonville, FL 32231
$848.00
Goods and services, 1998- 2005

Okaloosa Gas District
PO Box 548
Valparaiso, FL 32580
$45.00
Utilities

Northwest Florida Daily News
200 Racetrack Rd.
Ft. Walton Beach, FL 32549
$45.00
Newspaper

Kelly Plantation Owners Association
4393 Commons Drive E.
Destin, FL 32541
$550.00
Homeowner's Association

Allstate Floridian
54 Beal Parkway
Ft. Walton Beach, FL 32548
$1900.00
Homeowners Insurance

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Texaco / Shell
PO Box 9151
Des Moines, IA 50368
Acct. No. 77-917-6550-1
$290.00
Gasoline and related

Bank Of America
PO Box 1390
Norfolk, VA 23501
Acct. No. 4050860512429141
Credit Card, goods and services
$2386.00

Verizon Wireless
PO Box 660108
Dallas, TX 75266
Acct. No. 81955380600001
$45.00
Utility – telephone

Cox Communications
PO Box 60970
New Orleans, LA
Acct. No. 0018710003886502
Utility – television and Internet
$112.00

Union Bank of California
8155 Mercury Ct.
San Diego, CA 92111
Settlement of Union Bank v. Francis Lopez, $15,000 original balance
$4,000.00

Bankcard Services
PO Box 15287
Wilmington, DE 19886
Acct. No. 5490999178488929
$10,000.00
Goods and services – 2001- 2005

Cingular Wireless
PO Box 8229
Aurora, IL 60572
Acct. No. 0050443578
$125.00
Utilities – telephone

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Wayne Wise
810 Red Tanager Ct.
Nashville, TN 37221
$15,000.00
Personal Loan

Valley Forge Life Insurance
100 CNA Drive
Nashville, TN 37214
Acct. No. VITU045825
$0.00 ($486.00 per year)
Life Insurance

American Home Shield
PO Box 849
Carroll, IA 51401
Acct. No. 58449061
$128.00
Home appliance insurance

Citi Cards
PO Box 6414
The Lakes, NV 88901
Acct. No. 5424180306665024
$32,515.00
Goods and Services, 1994 - 2005

Household Bank / HSBC
PO Box 5222
Carol Stream, IL 60197
Acct. No. 5176690006732635
Goods and Services, 2003 - 2005
$5,000.00

American Express
PO Box 297804
Ft. Lauderdale, FL 33329
Acct. No. 378349802283007
$22,000.00
Goods and Services, 1994 - 2004
Note: Some of this debt may be owed by Prism and/or Stanly, though I have personal guarantee

Ft. Walton Beach Medical Center
1000 Mar Walt Drive
Ft. Walton Beach, FL 32547
$1600.00
Medical and Health services
Making payments of $100.00 month

Alan Stanly
1569 Berkshire Ct.
San Marcos, CA 92069
$50,000.00
Judgment in Union Bank v. Stanly (cross-complaint by Stanly)
Currently under appeal in CA

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PROOF OF SERVICE

I, MJ Hayes, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 21800 Oxnard St., Suite 840, Woodland Hills, CA 91367. On September 6, 2005, I served the within documents:

ANSWER OF ALLEGED DEBTOR TO INVOLUNTARY PETITION

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

ý by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

.. bv causing personal deliverv bv ________________ of the document(s) listed above to the person(s) at the address(es) set forth below.

.. by placing the document(s) listed above in a sealed ________________ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a ________________ agent for delivery

.. by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

L. Scott Keehn
Robbins & Keehn, APC
530 B Street, Suite 2400
San Diego, CA 92101

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 6, 2005, at Los Angeles, California.

[signature]
MJ Hayes

ROBBINS & K[illegible] APC
ATTORNEYS

UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

In re: FRANCIS J. LOPEZ, Alleged Debtor.	CASE NO. 05-05926-PBINV Involuntary Chapter 7 NORTHWEST FLORIDA DAILY NEWS' JOINDER IN INVOLUNTARY PETITION FOR FRANCIS J. LOPEZ Dept.: Four Judge: Hon. Peter W. Bowie

Northwest Florida Daily News ("Petitioner"), creditor of alleged debtor Francis J. Lopez, ("Lopez"), hereby joins the Involuntary Petition filed by Alan Stanly commencing the above-captioned case, and in support thereof states:

1. Petitioner maintains a principal place of business at NORTHWEST FL DAILY NEWS. Petitioner is owed $ 69.30 by Lopez as of the date hereof (the "Claim"). The Claim is for ADVERTISEMENT + SUBSCRIPTION. Petitioner did not acquire its Claim by transfer from another entity.

B-1

COPY

2. Petitioner's Claim is non-contingent and not subject to a bona fide dispute as to its existence, nature or amount.

3. Petitioner requests that an order for relief be entered against Lopez under Chapter 7 of Title 11 of the United States Code.

4. Petitioner declares under penalty of perjury that the foregoing is true and correct according to the best of its knowledge, information and belief.

Dated: 12-20-05 By: Eleanor Hayes.

ROBBINS & KEEHN APC
ATTORNEYS AT LAW

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